THE VILLAGE OF DEXTER VILLAGE COUNCIL MEETING MONDAY January 9, 2006

Dexter Senior Center, 7720 Dexter Ann Arbor Road

- A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
- B. ROLL CALL: President Seta

J Carson

P. Cousins

S. Keough

J Semifero

T.Walters

D. Fisher

- C. APPROVAL OF THE MINUTES
 - 1. Regular Council Meeting Minutes- December 27, 2005

Page#1-4

D. PRE-ARRANGED PARTICIPATION:

Pre-arranged participation will be limited to those who notify the Village office before 5 00 p.m. Tuesday of the week preceding the meeting, stating name, intent and time requirements (10-minute limit per participant)

- E. APPROVAL OF AGENDA:
- F. PUBLIC HEARINGS

Action on each public hearing will be taken immediately following the close of the hearing

G. NON-ARRANGED PARTICIPATION:

Non-arranged participation will include those in the audience not listed on the agenda that wish to speak At the Village President's discretion, members of the audience may be called on to speak at any time. Those addressing the Council will state their name, and address This section is limited to 5-minutes per participant or 10-minutes for group representatives

H. COMMUNICATIONS:

1. Comcast, changes in digital channel line-up. 12-15-05

Page#5-7

I. REPORTS:

1. Community Development Manager-Allison Bishop

Page#9-16

- 2. Board and Commission Reports
- 3 Subcommittee Reports
 Facility Committee Minutes

Page#17-45

4. Village Manager Report

Page#47-54

5. President's Report

J. CONSENT AGENDA

Bills & Payroll will be a standing item under consent agenda. Discussion of the Budget and Financial matters will be covered under the Presidents Report as a standing item. Items under consent agenda are considered routine and will be acted upon in one motion. There will be no separate discussion of these items unless a Council Member so requests, and the item will be removed from Consent and added to the regular agenda at the end of New Business.

- 1 Consideration of: Bills & Payroll in the amount of: \$118,073.81 Page#55-64
- 2. Consideration of: Request from the Dexter Community Orchestra (DCO) to place sandwich board signs at various locations in the Village to publicize upcoming events.

Page#65-66

K. OLD BUSINESS- Consideration and Discussion of:

1 Discussion of: Request for annexation from Jim Haeussler of Peters Building Company - Review Draft Resolution?

'This meeting is open to all members of the public under Michigan Open Meetings Act

www.villageofdexter.org

L. NEW BUSINESS- Consideration and Discussion of:

1 Consideration of: Recommendation from Planning Commission to amend the Village Zoning Ordinance - Article 23, Section 23.06, Conditional Rezoning

Page#67-76

2. Consideration of: Resolution provided by the Department of Labor & Economic Growth Liquor Control Commission, That the request from: TERRY B'S, LLC TO TRANSFER OWNERSHIP OF 2005 CLASS C LICENSED BUSINESS, LOCATD IN ESCROW AT 7954 ANN ARBOR, DEXTER MI, FROM KALAN, INC ALSO REQUEST DANCE-ENTERTAINMENT PERMIT Page#77-78

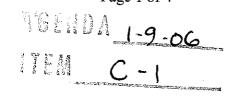
M. COUNCIL COMMENTS

N. NON-ARRANGED PARTICIPATION

Same as item F Those addressing the Council will state their name, and address This section is limited to 5-minutes per participant or 10-minutes for group representatives.

O. ADJOURNMENT:

DEXTER VILLAGE COUNCIL REGULAR MEETING TUESDAY, DECEMBER 27, 2005



A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:30 by President Seta in the National City Bank basement located at 8123 Main St. in Dexter, Michigan

B. ROLL CALL:

J. Carson

P. Cousins

S Keough

J. Semifero

J. Seta

T. Walters and D. Fisher absent

C. APPROVAL OF THE MINUTES

Minutes of the Regular council meeting of December 12, 2005 as amended; K. Old Business Item 3., page 4 should be Item 4, and Item 4; page 4 should be Item 5. Also, Mr. Seta's vote on Old Business Item 5. was aye, not nay.

Motion Carson, support Keough to approve the minutes of Regular Council meeting of December 12, 2005 as amended.

Ayes: Cousins, Keough, Semifero, Carson, Seta.

Nays: none Motion carries

Work Session Minutes- December 12, 2005.

Motion Keough, support Cousins to approve the Work Session Minutes as presented

Ayes: Keough, Semifero, Carson, Cousins, Seta...

Nays: none Motion carries

D. PREARRANGED PARTICIPATION

Barb Gergely, of 3236 Boulder Ct requests an extension of the moratorium on enforcement of the sign ordinance regarding sandwich board signs for an additional six months to allow the committee to prepare an acceptable proposal for consideration.

E. APPROVAL OF THE AGENDA

Motion Semifero, support Keough to approve the agenda with the addition of an additional Item L 3, under NEW BUSINESS, consideration of an extension of the moratorium on sandwich board sign enforcement.

Ayes: Semifero, Carson, Cousins, Keough, Seta.

Nays: none

Motion carries

Motion Semifero, support Keough to suspend rules to allow the adoption of the Dexter Village 2006 calendar of meetings.

Ayes: Carson, Cousins, Keough, Semifero, Seta

Nays: none Motion carries

Motion Semifero, support Cousins to adopt the Dexter Village 2006 calendar of meetings

Ayes: Cousins, Keough, Semifero, Carson, Seta.

Nays: none Motion carries

F. PUBLIC HEARINGS

none

G. NON-ARRANGED PARTICIPATION:

none

H. COMMUNICATIONS:

- 1. DEQ Floodplain Service- December 7, 2005
- 2. Meeting Schedule and Report Schedule-2006
- 3. Invitation to Community Visioning Session-Baker Road from Main to Dan Hoey.

I. REPORTS

Community Development Manager-Allison Bishop
 JR Homes receivership update
 ZBA Notice of Decision

2. Board and Commission Reports
DDA report- Dan O'Haver

3. Subcommittee Reports

Facility Committee Update-Mr. Keough
Meeting December 22nd, DPW development site process is ongoing
Building roof repair, Fire building, estimated cost between \$40,000 and
\$60,000

4. Village Manager Report

Donna Dettling submits her report as per packet.

5 President's Report

Resignation from the Parks Commission, Craig Burton-need to replace. Also, CATS meeting was good.

J. CONSENT AGENDA

1. Consideration of: Bills and Payroll in the amount of \$145,137.07

Motion Keough, support Semifero to approve the consent agenda as presented

Ayes: Keough, Semifero, Carson, Cousins, Seta.

Nays: None Motion carries

K. OLD BUSINESS-Consideration and Discussion of:

1 Consideration of: Request for annexation from Jim Haeussler of Peters Building Company-Update

No new information.

L. NEW BUSINESS-Consideration of and Discussion of:

1. Consideration of: A proposal from Jim Hegarty of Prien and Newhof to complete the testing protocol for the Mill Creek Dam as requested by the MDEQ Multi-Media Coordinator at a cost not to exceed \$7,800

Motion Carson, support Cousins to approve the proposal from Jim Hegarty of Prien and Newhof to complete the testing protocol for the Mill Creek Dam as requested by the MDEQ Multi-Media Coordinator at a cost not to exceed \$7,800

Ayes: Semifero, Carson, Cousins, Keough, Seta

Nays: None Motion carries

2 Consideration of: An Employment agreement between the Village of Dexter and Donna Dettling, the Village Manager.

Motion Carson, support Semifero to approve the Employment agreement between the Village of Dexter and Donna Dettling, the Village Manager

Page 4 of 4

Ayes: Carson, Cousins, Keough, Semifero, Seta.

Nays: none Motion carries

3 Consideration of: Recommendation from The Merchant's Committee to extend the moratorium regarding enforcement of the sandwich board portion of the Village Sign ordinance for six months to allow the preparation of an proposal

Motion Cousins, support Keough to accept the recommendation from The Merchant's Committee to extend the moratorium on the enforcement of the sandwich board portion of the Village Sign Ordinance.

Ayes: Carson, Cousins, Keough, Semifero, Seta

Nays: None Motion carries

M.COUNCIL COMMENTS

Carson

No

Semifero

Might be absent from Jan 23rd meeting

Boyle

No

Keough

No

Cousins

Meeting Dec 26th regarding healthy walking, reps from Holland ,Mi Prelim meeting, Mr. Cousins and Gil Campbell, with Washtenaw Rd. Comm, Subjects- right of way participation and new entryway, Gordon

Hall

N.NON-ARRRANGED PARTICIPATION

None

O.ADJOURNMENT

Motion Cousins, support Semifero to adjourn at 8:13 Unanimous voice vote

Respectfully submitted,

David F. Boyle Clerk, Village of Dexter

Approved t	for Filing:
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December 15, 2005

Comcast Corporate Affairs 5855 Interface Drive Ann Arbor, MI 48103 734 369 3621 Tel 734 369 3690 Fax

Donna Fisher, Clerk Village of Dexter 8140 Main St Dexter, MI 48130-

Dear Ms Fisher:

Comcast continues to respond to competitive pressure to enhance the value and choice for cable programming subscribers.

As a courtesy, I wanted to inform you of some changes in the Digital Channel Line up, effective December 16, 2005. A copy of the new channel line up is enclosed for your records.

500	Comcast inDemand Previews (deleted)
501-502	Events/PPV all areas (stays the same)
503-506	PPV/NASCAR all areas (added)
516-523	PPV/NASCAR all areas (deleted)
506	Hot Choice - PPV all areas (deleted)
549	TeN - PPV all areas (added)
146	CMT- D1 all areas (added)

At the same time, I wanted to make you aware that Comcast has provided the required annual notification to its subscribers of our public file locations.

As always, if you have any questions regarding these changes, please call me at 734 369-3621.

Respectfully

Corporate Affairs Manage

comcast.

2 WJBK-2 (F0X)

50 fX

51 USA Network

53 ABC Family

55 Comedy Central

57 Disney Channel

58 Cartoon Network

59 Nickeladean

60 Spike TV

82 BET

63 VH1

84 MTV

66 TCM

70 TLG

72 Court TV

65 Animal Planet

68 Style Network 69 TV Land

56 E! Entertainment Television

61 Great American Country

57 G4 - Video Game Television

71 Outdoor Life Network

95 TV Guide Channel

99 CBET-9 (CBC)

74 Discovery Health Channel

52 Lifetime

54 SCI-FI

- 3 C-SPAN
- 4 WDIV-4 (NBC)
- 6 WTVS-56 (PBS)
- 7 WXYZ-7 (ABC)
- 8 Comcast Local
- 9 ESPN
- 10 QVC
- 11 i (formerly PAX TV)
- 13 WKBD-50 (UPN)
- 14 WWJ-62 (CBS)
- 16 Leased Access
- 18 Educational Access
- 20 WDWB-20 (WB)
- 23 WADL-38 (IND)
- 24 WFUM-28 (PBS)
- 25 Comcast Television
- 26 WGN Chicago
- 28 C-SPAN2/MGTV
- 29 TBS Superstation
- 30 The Weather Channel
- 31 TNT
- 32 FSN Datroit
- 33 Speed Channel
- 34. The Golf Channel
- 35 ESFN Glassic
- 36 ESPN2
- 37 CNN
- 38 CNN Headline News
- 39 CMBC
- 40 Fox News Channel
- 41 MSNBC
- 42 Discovery Channel
- 43 The History Channel
- 44 Bravo
- 48 American Movie Classics
- 47 Wavel Channel
- 48 Homa & Garden Television
- 49 Food Network

Channels subject to change.

24 HOUR CUSTOMER SERVICE 1-888-COMCAST

Saline City Saline Twp. Dexter Village Chelsea City Lodi:Twp... Lima Twp. Sylvan Twp.

Channel Key: Limited Basic Value Pak

DigitalChannelLine-Up

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312 HBO Latino West
320 Cinemax East
321 MoreMax East
321 MoreMax East
322 Cinemax West
323 MoreMax West
324 ActionMax Last
325 ThrillerMax East
326 ActionMax West
327 WMax East
328 © Max East
330 OuterMax East
340 Showtime East
341 Showtime East
342 Showtime East
343 Showtime Showease East
343 Showtime Showtime Store
344 Showtime Boy Max East
345 Showtime Boy Max East
346 Showtime Boy Max East
347 Showtime East
348 Showtime Extreme West
348 Showtime Extreme West
349 Showtime Extreme West
340 Showtime Extreme West
341 Showtime Beyond East
342 Showtime Extreme West
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351 The Movie Chamnel East
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DIGITAL BASIC

001 ON DEMAND Menu 
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ESPRENS

103 AZN Television 
104 Meutherscan Local 
105 C-SPANS

108 AZN Television 
109 National deugraphic 
109 National deugraphic 
100 National deugraphic 
100 National deugraphic 
101 The Science Channel 
102 National deugraphic 
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Channels subject to change. "Requires subscription service. "Requires HDTV.

AThis channel is also available on the Enhanced Cable with ON DEMAND nackage

24 HOUR CUSTOMER SERVICE 1-888-COMCAST

Memorandum

To:

Village Council

Donna Dettling

From:

Allison Bishop

Re:

REPORT

Date:

January 4, 2006

Planning Commission Decisions-

Article 23, Ordinance Amendments - At the January 3, 2006 meeting the Planning Commission moved to recommend approval of the proposed ordinance amendments.

Article 21, Site Plan Review and Approval – The Planning Commission has set a public hearing for February 6, 2006. Amendments to the ordinance are being proposed due to updates that are needed and additional information that the Planning Commission would like to require as part of site plan review.

Baker Road (Dan Hoey to Main Street) Corridor Planning – The Planning Commission sent out invitations to the Visioning Sessions on January 30th and 31st. Your invitation and agenda have been included for your reference.

Jolly Pumpkin Artesian Ales, 3115 Broad Street, Special Land Use Application – The Planning Commission has postponed the public hearing per the applicant's request. The applicant will likely be on the agenda for public hearing in February. Per Section 15 03(A), Special Land Uses within the CBD Central Business District, a special land use application is required for a bar/tavern/lounge, defined as a type of restaurant which is operated primarily for the dispensing of alcoholic beverages, although the sale of prepared food or snacks may also be permitted. If a bar or lounge is part of a larger dining facility, it shall be defined as that part of the structure so designated or operated. The applicant is proposing to transform approximately 400 square feet currently used for bottling beer into a European styled beer café that serves light snacks. Per Section 15 03(F), Special Land Uses within the CBD Central Business District, a special land use application is required for outdoor seating. The applicant is proposing to have 10-15 seats in an outdoor seating area in the summer.

Ann Arbor Recreation and Rehabilitation Facility ARRF – A public hearing has been set for February 6, 2006 for the Planning Commission to review a special land use for a recreation center in the RD district. The applicant is proposing a recreation and rehabilitation center for dogs. The center will not offer overnight stays and is therefore not considered a kennel

Pre-Application meetings – Jazzercise and Colorbok pre-application meetings have been scheduled. It is anticipated that pre-application meetings will be requested for the Library and the Wallace Building within the next few months. A very preliminary plan for the Wallace Building has been included for your review.

Please feel free to contact me prior to the meeting with questions.

Thank you,



VILLAGE OF DEXTER

8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

Village Council

Jim Seta

Joe Semifero President Pro-Tem

Jim Carson
Councilperson

Paul Cousins Councilperson

Donna Fisher Councilperson

Shawn Keough Councilperson

Terry Walters Councilperson

Administration

Donna Dettling Manager

David Boyle Clerk

Marie Sherry Treasurer/Finance Director

John Hanifan Assistant Manager

Ed Lobdell Public Services Superintendent

Allison Bishop Community Development Manager

THE VILLAGE OF
DEXTER IS AN EQUAL
OPPORTUNITY
PROVIDER AND
EMPLOYER

www. villageofdexter.org January 4, 2006

Dear Community Visionary:

The Planning Commission has decided that it is in the best interest of the Village of Dexter and its residents to create a corridor plan for the south entrance of the Village and Baker Road.

As a community visionary, what do you think Baker Road should look like? We are already seeing some new and exciting commercial development. What kinds of future land uses do you see along the corridor? As an entry way to the Village, what image should Baker Road portray? How well do you think the corridor functions now? How could it be improved? What do you think are unique or character defining features of the Village? Do you think they should or could be extended to Baker Road? If so, how? We all know that traffic becomes significant on weekday mornings and evenings. Is this an issue for you and if so how do you think it should be addressed?

As a visionary you may have decades of knowledge as a Village resident or valuable experience living in other communities. We want to hear your thoughts. What particular problems can you identify with the Baker Road corridor? What opportunities do you see and most importantly, what long-range vision do you have for the south entrance to our Village along Baker Road between Dan Hoey and Main Street?

We are inviting you to participate in a very important community event. As the Village of Dexter continues to grow and improve through redevelopment and reinvestment, we need to look to the future and evaluate the direction of particular areas of the village. Fundamental questions are before us regarding how we will respond to the changes occurring within the Village. The answers can only be found through a broad, systematic planning process, with strong public involvement.

The starting point for establishing the goals and objectives for the development of the corridor is a Visioning Workshop in which public participation is important. The Planning Commission is holding two Visioning Workshops. The first workshop will be on Monday, January 30, 2006, in which village Boards and Commissions will be asked to attend. The second workshop will be on Tuesday, January 31, 2006, in which all other groups, organizations, community groups and business owners will be asked to attend. Both workshops will be held at 7:00 pm at the Senior Center and are open to the public. Refreshments will be served at 6:30

pm with the program beginning promptly at 7:00 pm and ending by 9:00 pm. Attached is an agenda for your information.

Please call Brenda Tuscano, (734) 426-8303 x 10, or Allison Bishop x 15, at the Village office no later than January 23, 2006 to let us know if you can attend and what workshop you will be attending

Sincerely,

The Village of Dexter Planning Commission

Raymond Tell, Chair

Mary Kimmel

Matt Kowalski

Scott Bell

Thomas Phillips

Matt McCormack

Kim Clugston

Erik Lovell

Jim Carson



Visioning Session Agenda Baker Road – South Entrance to the Village

6:30-7:00 pm

Meet and Greet

7:00 pm

Welcome and Session Introduction

7:15 pm

Examination of Baker Road past, present and future

SWOT Exercise

> Strengths

Weaknesses

Opportunities

> Threats

Future Visioning

7:45 pm

Small Group Discussions to identify visions

➤ Commercial/Industrial/Residential Land Uses

Economic Development and Redevelopment

> Transportation and Circulation / Pedestrian Access

Community Image / Streetscape / Character Defining Features

8:15 pm

Priority Visions

The group will reconvene to vote on the top visions

8:45 pm

Next Steps

9:00 pm

Adjourn

Participants are reminded that visioning is useful because:

It sets the stage for future planning activities

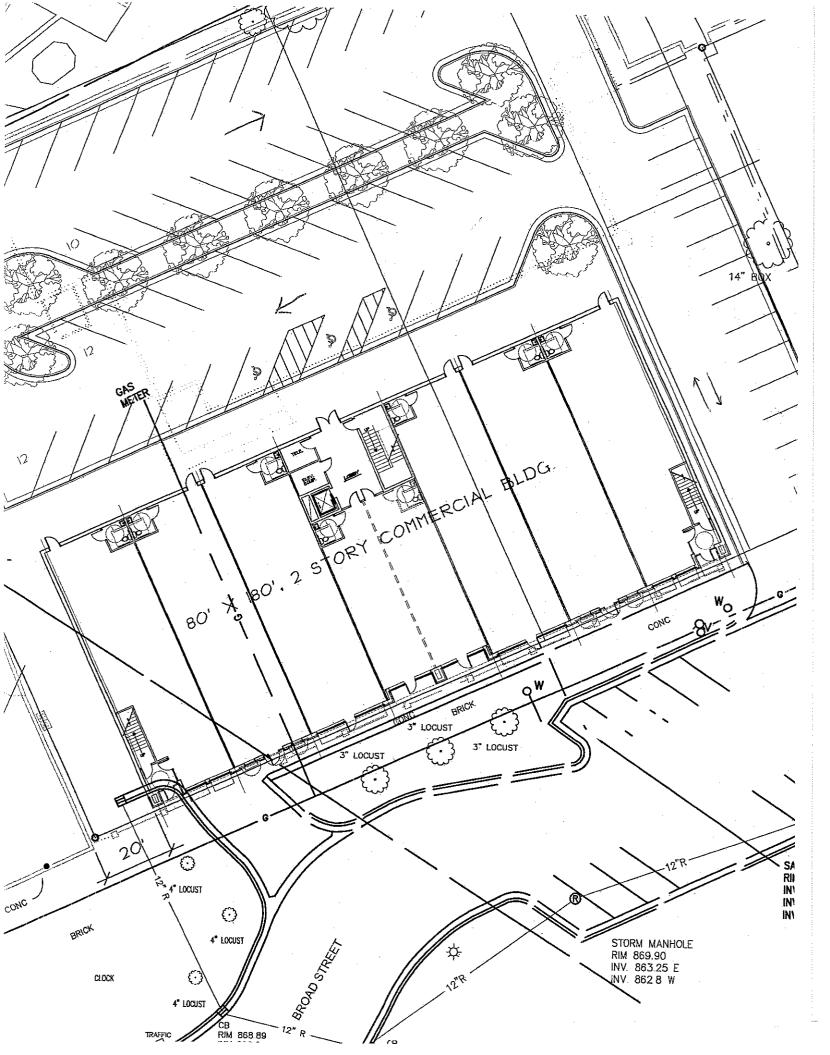
It sets a new direction for policy-making decisions

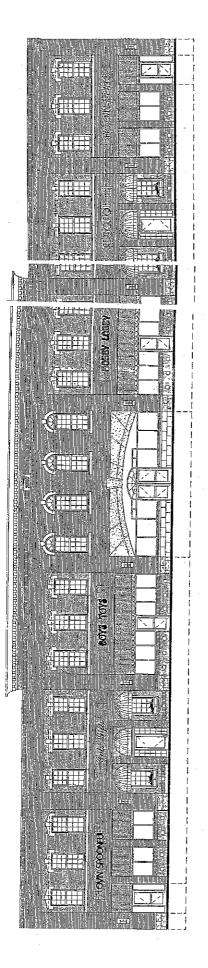
Permits a wide range of ideas to be heard

Please remember that <u>all</u> ideas and visions are welcomed, <u>no</u> ideas or visions will be criticized, <u>participation is highly encouraged</u>, and budget issues should <u>not</u> constrain visions.

Thank you for your participation!!!

Thank you to the Planning Commission, Carlisle Wortman and Hobbs and Black for their help in preparing for the visioning session.





OR PLANS / FRONT ELEVATION (2 STORY)

29 November, 2005

Allison Bishop,
Community Development Manger
Village Of Dexter
8140 Main Street
Dexter, Michigan 48130
734-426-8303
abishop@villageofdexter.org



Allison,

Hobbs+Black is pleased to present the following proposal for professional services in connection with the new Dexter Community Park - Picnic Shelter on the west side of Ryan Road north of Ann Arbor – Dexter Road

PROJECT DESCRIPTION:

The project is a picnic shelter approximately 36 feet in diameter. Building materials will consist of masonry, wood and steel with a concrete base

SCOPE OF SERVICES:

Task 1: Schematic Design

Hobbs+Black has prepared schematic drawings and other documents that illustrate the general scope, scale and relationship of the components of the project. Schematic design graphics, which are complete, included preliminary floor plans, elevations, and cross sections depicting the character of the design.

Task 2: Contract Documentation

From the approved schematic design documents, Hobbs+Black has proceeded towards the preparation of construction documents to consist of drawings, specifications, and other documents setting forth in detail the requirements for construction.

Task 3: Bidding or Negotiation

In the bidding or negotiation phase, Hobbs+Black will assist Owner in obtaining bids by answering related questions and attending a pre-bid meeting with invited general contractors or construction managers at or near the site

Task 4: Construction Administration

Hobbs+Black will provide abbreviated services related to the administration of the construction contract. In general, these services include:

- Processing of shop drawings and other submittals including those related to; concrete reinforcing mix designs; structural steel; concrete block and concrete veneer (and related materials/accessories); and roofing systems
- Two visits to the site during construction to become generally familiar with the progress and quality of the work and its accordance with contract documents

COMPENSATION

Basic Fee

Tasks 1, 2, 3 and 4: Hobbs+Black has proposed to donate these services to the Village of Dexter and hopes to be remembered with a named plaque affixed to the building.

Exclusions

Our proposal specifically excludes any costs associated with civil engineering, utility design, soil borings/investigation and special studies such as topographical surveys. We would certainly coordinate our services with those of the civil engineers, but would expect that their fees be billed directly to you.

FORM OF AGREEMENT

We propose that the terms and conditions of the current industry-standard AIA Document B141, Form of Agreement Between Architect and Owner, form the basis of understanding for the agreement between us.

We have enclosed two executed copies of our proposal, which is valid for a period of sixty (60) days. If it meets with your approval, we would appreciate if you would endorse one copy and return it to us -- the original is for your records.

We offer these design services as a re-introduction of Hobbs+Black to the Village of Dexter. If you have any questions, please feel free to call me.

Regards, HOBBS+BLACK ASSOCIATES, INC.

The 2. Phillips

Thomas L. Phillips Vice President

LEED Certified

Approved by: Village of Dexter

Signature

Community Development

Date /

CC: Donna Dettling, Village Manager Dexter Village Council

File

1561111111-9-06

I-3

Village Facilities Committee Thursday, December 22, 2005 8:00 AM Village Offices

Proposed Agenda

Committee Members: Dettling, Hanifan, Keough, Lobdell, Seta

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- 1) DPW site development
 - A) Zoning issues
 - B) Space assessment/block diagram
 - C) Request for Proposals
 - D) Funding
- 2) Village Hall/Police/Fire (Discussion Only)
 - A) Existing building roof repair quote
 - B) Visioning session in January

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VILLAGE OF DEXTER DEPARTMENT OF PUBLIC WORKS FACILITY AND SALT STORAGE BUILDING

CONTRACT NO. DPW-01-06

The Village of Dexter is requesting architectural proposals to provide contract plans, specifications and cost estimates for the construction of a new 9,000 to 11,000 square foot Public Works Building, salt storage building and associated site work. Interested firms may submit proposals to provide design only, or as an alternative, may assemble project teams capable of delivering full-service, turnkey results such as a Design-Build

Pre-proposal meeting: January 19, 2006 1 PM DPW building, 8140 Main, Dexter, MI 48130

The Village of Dexter reserves the right to reject any and all proposals received and to make an award deemed in the best interest of the Village of Dexter.

The Village of Dexter encourages minority and women owned/operated businesses to submit proposals

For questions or to receive documents contact:

Mr John Hanifan Assistant Village Manager Village of Dexter 8123 Main Street Dexter, MI 48130 (734) 426-8303 (734) 426-5614 (fax) jhanifan@villageofdexter.org

REQUEST FOR PROPOSALS

FOR

VILLAGE OF DEXTER DEPARTMENT OF PUBLIC WORKS FACILITY AND SALT STORAGE BUILDING

CONTRACT NO. DPW-01 -06

VILLAGE OF DEXTER DEPARTMENT OF PUBLIC WORKS FACILITY AND SALT STORAGE BUILDING

CONTRACT NO DPW-01-06

I. INTRODUCTION

The Village of Dexter is requesting architectural proposals to provide contract plans, specifications and cost estimates for the construction of a new 9,000 to 11,000 square foot Public Works Building, salt storage building and associated site work. Interested firms may submit proposals to provide design only, or as an alternative, may assemble project teams capable of delivering full-service, turnkey results such as a Design-Build Alternative proposals should include any associated fee considerations, variable contract issues such as bonus for early completion, liquidated damages, etc. Regardless of the approach proposed, firms are required to define their entire team, including sub-consultants and subcontractors. All interested respondents are invited to direct inquiries to the following contact person:

Mr. John Hanifan Assistant Village Manager Village of Dexter 8140 Main Dexter, MI 48130 (734) 426-8303

II .SCOPE OF WORK

A. PROPOSED DEXTER PUBLIC WORKS FACILITY

General location plans for the proposed Dexter Department of Public Works Program is attached, see page PL1. This information will also be discussed at the Pre-Bid Conference.

The facility shall include, but not necessarily be limited to the following program elements:

Space	Square footage (preliminary estimates)	Functions.	Comments
Break Room	300	Employee break room, kitchen, etc	Mezzanine storage above break room office & bathrooms
Office	300	Administrative area	
Workshop/tool room w/ mezzanine storage	400		
Maintenance Pit	*included in	Maintenance for vehicles, oil	
	garage square ft.	change, etc	
Bathrooms/Locker	300		
Garage/Common Space	7,000-9,000	Indoor parking and maintenance area for vehicles	3 overhead doors 2 @ (18 x 16) 1 @ (14 x 12)
Mechanical Room	300		- (- (- 1111)
Total	9,000 -11,000		

B. SALT STORAGE BUILDING:

The facility shall include, but not necessarily be limited to the following program elements/specifications:

30'x50', Pole Barn with a 20'x50' attached lean-to

- -12"x24" rat wall around the perimeter of the structure with 6x6 wolmanized poles 4' on center at 42" deep for frost
- -5 Dead man pole off the back of the barn
- -16' Ceiling height for the pole barn
- roof to match the proposed DPW facility
- -Clear fiberglass panels on the roof for light
- -No metal siding on the exterior of the building
- -24" Overhang on the front of the building, 12" overhang on the rest of the building
- -16'x25' opening in the front
- -2x6 tongue and groove wolmanized around the interior perimeter of the building extending to the ceiling
- -8" concrete with 6x6 wire mesh over the floor with a drain at the entrance
- (Draining to be done by the Village of Dexter) sealed with Linseed Oil
- -2 rows of six lights in the ceiling
- 20 'x 50' Lean to attached to the 30x50 barn with 13'ceiling height
- -12x24 rat wall
- -6" concrete with 6x6 wire mesh
- -6' x 6' wolmanized poles 42" for frost
- -roof and siding to match the proposed DPW building with clear panels for light
- -6'8"x36" pedestrian door
- -16x12 insulated garage door with a door opener
- -One row of 6 lights on the ceiling
- -8 outlets on the interior of the building
- -Back wall and 12' of side wall 2x6 wolmanized 8' tall

III. PRE-PROPOSAL MEETING

A pre-proposal meeting will be held at 1:00 p.m., on Wednesday, January 19, 2006 at Department of Public Works, 8123 Main. Dexter, Michigan to further describe the project, visit the proposed new location and to answer questions about the work.

IV. PLANS & STUDIES

A wetlands determination of the proposed site and survey is available for review. An equipment inventory with basic dimensions is included as an attachment in this document.

V. PROPOSAL CONTENTS

Each proposal should contain, but not necessarily be limited to the following:

- Name, address, and brief history of firm Proposer will identify business entity as individual or, if doing business under assumed name, indicate assumed name; partnership (naming partners); corporation, foreign or domestic (naming principal officers); and indicate official capacity of person executing proposal
- A cover letter with the name of the firm its address, telephone number, and the name of a contact person
- A summary statement which would demonstrate that the prospective bidder has a clear understanding of the Village's objectives and how it expects to address them.
- A work plan. This should be a definition of the proposed approach to the work which would in turn include a project schedule (with time lines if the schedule can be reduced or needs to be extended, this should be indicated), progress and interim reporting procedures, and the presentation for the programming and completed plans to members of the Village Review Committee. The work plan should define as clearly as possible the methodology and project schedule of events in order to allow for an objective evaluation of the proposal by the Village Review Committee Please note the proposed man-hours that will be devoted to the project according to work category
- 5 Examples of other projects of similar scope (Department of Public Works, courthouses, correctional facilities, etc.).
- Related experience during the last two (2) years or more
- Provide examples of project budgeting, cost estimating, and results
- Provide resume and background information on the personnel who will be directly involved with this project. The information should include educational background, licenses, years with your firm, and relevant work experience.

- Provide a list of references of officials from other cities who worked with you on similar projects, including addresses and telephone numbers
- 10. List the rolls and responsibilities of the individuals who will be directly involved with the project.
- Names and relevant experience of key staff who would handle the project.
- 12. The successful bidder will be required to furnish insurance as specified in the contract and listed here:
 - CONTRACTOR shall not commence work under this Agreement until it has obtained the insurance required under this paragraph. All coverages shall be with insurance carriers, licensed and in good standing with the State of Michigan and acceptable to the VILLAGE.
 - A Worker's Compensation Insurance: CONTRACTOR shall procure, and maintain in effect during the life of this Contract, Worker's Compensation and Employer's Liability Insurance in accordance with the Worker's Compensation Act of the State of Michigan, or state having jurisdiction, protecting all persons employed by CONTRACTOR during the life of this Agreement, and shall provide evidence to the VILLAGE that such insurance is in force Employer's liability limits of at least \$500,000 each employee is required
 - B Comprehensive General Liability Insurance: CONTRACTOR shall procure, and maintain in effect during the life of this Agreement, Comprehensive General Liability Insurance in an amount not less than \$1,000,000 combined single limit of liability.
 - C Comprehensive Automobile Liability Insurance: CONTRACTOR shall procure, and maintain in effect during the life of this Agreement, Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 combined single limit of liability.
 - D Professional Liability Insurance: Professional Liability Insurance, including Design/Build Professional Liability insurance with a minimum limit of \$1,000,000 covering the wrongful acts, errors and/or omissions of the Design Professional for damage sustained by reason of or in course of operations under the contract. The coverage afforded by such insurance will continue in effect for up to three (3) years following written acceptance of the work

The above requirements should not be interpreted to limit the liability of the CONTRACTOR under this Agreement. Additional Insured. All Certificates of Insurance forwarded to the VILLAGE by CONTRACTOR must name the Village of Dexter as an additional named insured, excluding Worker's Compensation and Professional Liability insurance certificates. All certificates forwarded to the VILLAGE by the CONTRACTOR shall include a clause which shall state that the CONTRACTOR shall defend, indemnify, and hold the VILLAGE, its employees,

elected and appointed officials, agents and assigns harmless from any and all claims and judgments to which the VILLAGE may be subjected or which it may suffer or incur by reason of contract with the primary insured named in the certificate. All certificates will give thirty (30) days notice of intent to cancel or of non-renewal to the VILLAGE

Insurance coverage must be written through an insurance company that is licensed as an admitted carrier to do business in the State of Michigan by the State of Michigan Department of Insurance.

- Inquiries may be made by the Village of Dexter to verify the accuracy of the information provided and to determine the firm performance on the related work
- Architect's bid shall address the following items as being in their bid (except if indicated that Village shall perform):

a Basic block diagramming based on program elements listed above

b Preliminary architecture/engineering outline specs

c. Construction drawings/spec & bid proposals

d. Presentation at Planning Commission/Village Council as needed.

e. Tech evaluation of construction bids

f Approve materials, shop drawings & schedule

g Material Testing

h. Inspect construction periodically & attend meetings if needed

i Initiate required changes & prepare field orders

j Review and approve contractors' invoices

k. Prepare & reconcile punch list

VI. PROJECT APPROVAL PROCESS

It is anticipated the project will be approved and controlled as follows:

- 1. The proposals will be evaluated by the Village Review Committee
- 2. The contract award will be determined by the Village Commission.

VII. FEE STRUCTURE

The architect shall provide all information concerning the fee structure for the professional services to be provided under an architect/Village of Dexter agreement for the architectural Services. The percentage may be sliding or fixed as determined by the architect.

The Village of Dexter reserves the right to terminate the contract should be firm fail to provide services to the satisfaction of the Village of Dexter as outlined in their Request for Proposal

The firm shall provide a thorough itemization of fees that cover all proposed services. Services not to be provided by the architect shall be specified in the proposal

- 1. Employee category; e.g. project manager, architect, draftsmen, etc.
- a estimated hours
- b. rate per hour
- c. total cost for each category and for all personnel needs

- 2. Cost of supplies and materials. (itemize)
- 3 Other direct costs (itemize)
- 4. General and administrative overhead (indicate percentage and total).
- 5 Transportation costs.
- 6 Total not-to-exceed price proposal (This will change if the work expands and shall be addressed in the proposal.)
- Architectural fee for design, plans and specifications, suitable for public bidding, general construction inspection administration, and change orders shall be based on a percent of the construction cost.

NOTE: The architect shall specify with the proposal exactly what items are included in determining the construction cost for determining this architectural fee

VIII. EVALUATION CRITERIA

The following criteria will be used to evaluate all proposals:

- 1 Fee structure
- 2 Relevant experience and qualification of the firm
- 3 Project schedule
- 4 Proposed Methodology
- 5 Define Reimbursables (if any)
- 6 Reputation of the firm based on references
- 7 Qualifications of the firm and personnel to be assigned to this program based on education, experience, position in firm, and experience of key staff personnel
- 8 Capacity of the firm to provide the full scope of services requested herein at a reasonable cost

Each proposal will be reviewed by the Village Review Committee. After the Committee reviews proposals oral presentations will be scheduled. When a firm is selected by the Village Review Committee, the final recommendation will be forwarded to the Village Commission for approval.

IX. NO REIMBURSEMENT FOR PROPOSAL COSTS

The Village of Dexter will not pay for any information solicited or obtained Further, the Village will not be liable for any costs incurred in proposal preparation, presentation, or contract negotiation

X. RIGHT TO REQUEST ADDITIONAL INFORMATION

The Village of Dexter reserves the right to request any additional information which might be deemed necessary after RFP information has been received. The Village reserves the right to request interview(s) with firms that have submitted an RFP to provide the proposed services.

XI. SUBMISSION OF REQUEST FOR PROPOSALS (RFP)

Sealed Proposals [ten (10) copies] shall be submitted to the Village OF Dexter Offices, 8140 Main Street, Dexter, Michigan, 48130, no later than 2:00 p.m., on Thursday January 26, 2006. Proposals must be clearly marked, "REQUEST FOR PROPOSALS FOR ARCHITECTURAL SERVICES: PUBLIC WORKS BUILDING.

XII. <u>CONTACT PERSON</u>

Any firms with questions concerning the Proposal should contact John Hanifan, Assistant Village Manager, during normal business hours at 734 426 8303

XIII. REJECTION OF PROPOSALS

The Village of Dexter reserves the right to reject any and all proposals received and the right to waive defects in proposals as a result of this Request for Proposals

XIV. EXECUTION OF CONTRACT

The successful firm shall not provide services until a fully executed contract has been received.

XV. ESTIMATED CONTRACT AWARD SCHEDULE

Advertise for RFP 01/09/06

Pre-Proposal Meeting 01/19/06

Sealed Proposals Due Date 02/09/06

Conduct Interviews week of 02/13/06

Contract Award 02/27/06

SAMPLE CONTRACT

VILLAGE OF DEXTER

WASHTENAW COUNTY, MICHIGAN

FOR

VILLAGE OF DEXTER DEPARTMENT OF PUBLIC WORKS FACILITY & SALT STORAGE BUILDING

CONTRACT NO. DPW-01-06

AGREEMENT FOR PROFESSIONAL SERVICES:

ARCHITECTURAL SERVICES

CONTRACT NO. DPW-01-06

THIS A	GREEMENT is made	de and e	entered inte	o on this	the	day of
	, 2006, by and	between	the VILL	AGE OF I	DEXTER a N	Michigan
Municipa	d Corporation, havin	g offices	at 211 Wi	illiams Stree	et, Dexter, N	Michigan
48067	(hereinafter	"VILL	AGE"),	and	,	- a
	Corporation,	having	offices	at	he	reinafter
"CONTR	ACTOR",					

RECITALS

WHEREAS, the VILLAGE desires to enter into a professional service contract for architectural services, and;

WHEREAS, the architectural service desired by the VILLAGE is for Dexter Public Works Facility and Salt Storage Building Construction and;

WHEREAS, CONTRACTOR desires to perform these services for the VILLAGE under the terms and conditions set forth below.

THEREFORE, in consideration of and reliance upon the recitals, terms, promises, covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the VILLAGE and CONTRACTOR agree as follows:

AGREEMENT

- Services: CONTRACTOR agrees to render professional architectural services for the VILLAGE as described in the Request for Proposal and Proposal for Service in a professional manner and within the time prescribed. The Request for Proposal (RFP) and Proposal for Service are attached hereto and incorporated herein.
- 2 Payment for Services: The VILLAGE agrees to pay CONTRACTOR the amount of \$DOLLARS to perform the all work necessary under per the scope of work of the RFP
- The VILLAGE may deduct and retain out of monies that may be due or become due under this Agreement, the sum of one-hundred (\$100.00) dollars for each and every working day that the work remains uncompleted beyond the time limit named above, as amended by such extension of time as may be allowed under paragraph 4 below, and that in view of the difficulty of ascertaining the loss which the VILLAGE will suffer by reason of delay in the performance of the work hereunder, the deduction and retention of such sum is to be considered not a penalty but the payment of liquidated damages stipulated by the parties as representing the cost of the additional work.
- 4. Delay and Extension: The parties agree that should CONTRACTOR be obstructed or delayed in the prosecution or completion of work by disastrous storms, acts of

Providence, general strikes, Court Injunction, or by any neglect or delay on the part of the VILLAGE, CONTRACTOR shall have no claim for damages for such causes or delay, but shall in such case be entitled to such extension of time limit specified herein for the completion of the work as the Village Engineer shall adjudge to be just and reasonable, provided however, that any claim for such extension be made in writing by the CONTRACTOR within a week after the time when such alleged cause or delay shall have occurred. A revised schedule of completion for all work covered by this Agreement is required as part of any formal claim for extension.

- 5 RFP, Proposal for Service, etc Cooperative: RFP, Proposal for Service, and etc. are intended to be cooperative. They shall be construed as supplementary and explanatory each to the other, and any work called for on the RFP and not particularly shown on the Proposal for Service is to be as included under this Agreement the same as is set forth in the Proposal for Service and exhibited on the Proposal for Service.
- 6 Conflict. In case of any conflict between the Specifications and the Plans, or in case the meaning of either or both should be obscure or uncertain or in dispute, the Village Engineer shall decide as to the true intent, and his decisions shall be binding and final
- 6 Supervision of Work. All work shall be subject to the approval of the Village of Dexter and its agents or consultants
- 7. Standard of Care CONTRACTOR shall perform all services required under this Agreement in accordance with the usual and customary standard of professional care and practice applicable to these services. CONTRACTOR shall provide qualified personnel and suitable equipment to enable it to perform the services as required by this Agreement.
- 8 Compliance with Laws and Ordinances CONTRACTOR shall obey and abide by all the laws of the State of Michigan relating to the employment of labor and public work, and all ordinances and requirements of the Village regulating or applying to public improvements. CONTRACTOR agrees not to discriminate against any employee or applicant for employment to be employed in the performance of the Agreement, with respect to hire, tenure, terms, conditions or privileges of employment, because of age, sex, race, religion, or national origin. CONTRACTOR further agrees that every subcontract entered into for the performance of the Agreement will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subconsultant. Breach of this covenant may be regarded as a material breach of the Agreement.
- 9. Assignment and Subletting. In the execution of the Agreement it may be necessary for CONTRACTOR to sublet part of the work to others.

However, CONTRACTOR shall not award any work to any sub-contractor without prior written approval of the VILLAGE, which approval shall not be given until CONTRACTOR submits to the VILLAGE a written statement concerning the proposed award to the subconsultant, which statement shall contain such information as the VILLAGE may require CONTRACTOR shall be fully responsible to the VILLAGE for the acts and omissions of his subconsultants and of persons either directly or indirectly employed by them Nothing contained in this Agreement shall create any contractual relation between

any subconsultant and the VILLAGE CONTRACTOR shall not assign, transfer, convey, or otherwise dispose of this Agreement or any part thereof, or his right, title or interest in the same or any part thereof, without the previous consent of the VILLAGE, in writing CONTRACTOR shall not assign by power-of-attorney or otherwise, any of the monies due or to become due and payable under this Agreement, without the previous written consent of the VILLAGE

- Insurance Requirements CONTRACTOR shall not commence work under this Agreement until it has obtained the insurance required under this paragraph. All coverages shall be with insurance carriers, licensed and in good standing with the State of Michigan and acceptable to the VILLAGE.
 - A Worker's Compensation Insurance: CONTRACTOR shall procure, and maintain in effect during the life of this Contract, Worker's Compensation and Employer's Liability Insurance in accordance with the Worker's Compensation Act of the State of Michigan, or state having jurisdiction, protecting all persons employed by CONTRACTOR during the life of this Agreement, and shall provide evidence to the VILLAGE that such insurance is in force. Employer's liability limits of at least \$500,000 each employee is required.
 - B Comprehensive General Liability Insurance: CONTRACTOR shall procure, and maintain in effect during the life of this Agreement, Comprehensive General Liability Insurance in an amount not less than \$1,000,000 combined single limit of liability
 - C Comprehensive Automobile Liability Insurance: CONTRACTOR shall procure, and maintain in effect during the life of this Agreement, Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 combined single limit of liability.
 - D Professional Liability Insurance: Professional Liability Insurance, including Design/Build Professional Liability insurance with a minimum limit of \$1,000,000 covering the wrongful acts, errors and/or omissions of the Design Professional for damage sustained by reason of or in course of operations under the contract. The coverage afforded by such insurance will continue in effect for up to three (3) years following written acceptance of the work.

The above requirements should not be interpreted to limit the liability of the CONTRACTOR under this Agreement. Additional Insured. All Certificates of Insurance forwarded to the VILLAGE by CONTRACTOR must name the Village of Dexter as an additional named insured, excluding Worker's Compensation and Professional Liability insurance certificates. All certificates forwarded to the VILLAGE by the CONTRACTOR shall include a clause which shall state that the CONTRACTOR shall defend, indemnify, and hold the VILLAGE, its employees, elected and appointed officials, agents and assigns harmless from any and all claims and judgments to which the VILLAGE may be subjected or which it may suffer or incur by reason of contract with the primary insured named in the certificate. All certificates will give thirty (30) days notice of intent to cancel or of non-renewal to the VILLAGE

- Insurance coverage must be written through an insurance company that is licensed as an admitted carrier to do business in the State of Michigan by the State of Michigan Department of Insurance
- 10 Indemnification CONTRACTOR agrees that it shall indemnify and hold harmless the VILLAGE and its officers, employees, and agents from any and all liability, loss or damage as a result of claims, actions, suits, causes of action, proceedings, costs, expenses, judgments and liabilities of any kind whatsoever arising out of the CONTRACTOR'S performance of the work described herein. It is further agreed that the CONTRACTOR shall have the responsibility to the VILLAGE for the proper performance of its professional services in conformance with the customary and usual practice in the industry and shall be liable to the VILLAGE for any damage suffered by the VILLAGE as a result of the failure of such performance. No compensation will be paid to CONTRACTOR for services required to correct work arising out of the CONTRACTOR'S errors or omissions; however, the CONTRACTOR shall be responsible for any payment to other consultants/contractors to correct work arising from the CONTRACTOR'S errors or omissions.
- 11 Proof of Insurance Coverage: CONTRACTOR shall provide the VILLAGE, at the time Agreements are returned for execution, certificates and policies as listed below:
 - A Three (3) copies of Certificate of Insurance for Worker's Compensation Insurance;
 - B. Three (3) copies of Certificate of Insurance for Comprehensive General Liability Insurance;
 - C Three (3) copies of Certificate of Insurance for Comprehensive Automobile Liability Insurance;
 - D Three (3) copies of Certificate of Insurance for Professional Liability Insurance
 - If any of the above coverages expire during the term of this Contract, the CONTRACTOR shall deliver renewal certificates and/or policies to the Village of Dexter at least ten (10) days prior to expiration date.
- 12 Service of Notice. Any notices required by this Agreement shall be served personally or by registered mail, certified receipt requested, to the party to whom it is requested, to the party for whom it is intended at the address listed at the beginning of this Agreement.
- 13 Default. When, in the opinion of the Village, the work or any part of the work to be done under this Agreement has been abandoned, is unnecessarily delayed, cannot be completed at the rate of progress or within the time specified, or CONTRACTOR is willfully violating any of the covenants, carrying it out in bad faith, or has been adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, then the Village shall so certify in writing to the VILLAGE, and the VILLAGE, in writing, may declare CONTRACTOR in default and so notify him to

discontinue the work. The VILLAGE may then call upon the Sureties to complete the work or may complete it by other means. The VILLAGE may take over and use materials and equipment at the site of the work and other materials and equipment used elsewhere for the work at the time of default, and may procure other materials, equipment, and all else necessary for the completion of the work. The VILLAGE may recover the cost of completing the work by deducting the amount thereof from any monies due or which may become due the CONTRACTOR under this Agreement, and when such monies are insufficient to pay said cost, the amount of said cost in excess of such monies shall be paid by the CONTRACTOR or by the Surety

- 14 Progress Payments and Estimates At the end of each month, or at such other time interval as may be mutually agreeable, the Village will make an estimate of the quantity and value of the work done by CONTRACIOR since the date of the previous estimate and, as soon as practicable thereafter, but in no event in a manner which falls outside the Village's regular bill paying schedule, the VILLAGE will pay CONTRACTOR, the amount of such estimate, except that the VILLAGE may at any time retain from such partial payments a sum sufficient to meet any undischarged indebtedness of the CONTRACTOR in connection with the work performed as determined by Village in its sole discretion.
- 15 Final Estimate and Payment. As soon as practicable after completion of all the work included in this Agreement and after all known defects and deficiencies have been remedied, the Village Engineer will make a final inspection of said work and prepare a final estimate of the amount of money due to CONTRACIOR. CONTRACTOR shall file with the Village Engineer, as a condition precedent to final payment, an affidavit that all payrolls, material bills, and all other indebtedness incurred in connection with the work have been paid, or an affidavit showing in detail the nature and amount of any such indebtedness that is unpaid. The VILLAGE shall hold from final payment an amount of money sufficient to meet any such undischarged indebtedness of the CONTRACTOR until an affidavit that any such indebtedness is paid is filed with the Village Engineer. The VILLAGE may also withhold from final payment an amount of money, not to exceed 10% of the total Agreement price for not more than six months as security against hidden defects in the work included in this Agreement. If, at the end of said six-month no such defects have been discovered, the VILLAGE shall make payment to the CONTRACTOR of any such money withheld If, at the end of such period, such defects have been discovered, the VILLAGE may continue to withhold said sum of money until such defects have been repaired by the CONTRACTOR, or may use such money to make necessary repairs and pay to the CONTRACTOR any money unexpended
- 16. Ownership of Documents. Original documents, drawings, design and survey notes represent the product of training, experience and professional skill. They belong to and remain the property of CONTRACTOR who produced them. At such time as ninety percent (90%) of full compensation has been made, or in the event of default by the Contractor, original documents, drawings, design and survey notes or

- satisfactory copies thereof shall, at the request of the VILLAGE, be delivered to and become the property of the VILLAGE.
- 17. Extra Work. It is agreed by the parties that any extra work not specifically mentioned in this Agreement but which is obviously necessary to the complete performance of the Agreement and which may be fairly implied as included, will be considered included and be performed by CONTRACTOR without extra charge therefor.
- 18 Entire Agreement. This Agreement contains all the representations by each party to the other and expresses the entire understanding between the parties with respect to the contemplated transaction. All prior communications concerning the subject matter are merged in or replaced by this Agreement.
- 19. Time is of the Essence Time is of the essence in the performance of this Agreement.
- 20. Amendment. This Agreement may not be amended except in writing by the person against whom enforcement of any waiver, change or discharge is sought.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

WITNESSES:	VILLAGE OF DEXTER
	By:
	Jim Seta, President
	Desi
	By: Donna Dettling, Village Manager
WITNESSES:	(CONTRACTOR)
Ву:	· · ·
,	It's:

APPROVED AS TO FORM:

Village Attorney

HOLD HARMLESS AGREEMENT

CONTRACT NO. DPW-01-06

"To the fullest extent permitted by law,	, agrees to defend,
pay in behalf of, indemnify, and hold harmless the Village of Dexter, its	s elected and appointed
officials, employees and volunteers and others working for or in behalf of	the Village of Dexter,
against any and all claims, demands, suits, or loss, including all costs conn	ected therewith, and for
any damages which may be asserted, claimed or recovered against or from the	ne Village of Dexter, its
elected and appointed officials, employees, volunteers or others working in	behalf of the Village of
Dexter, by reason of personal injury, including bodily injury and death; a	nd/or property damage,
including loss of use thereof, which arises out of or is in any way connected	d or associated with this
Contract."	
Signature Date	

PL -1 SITE LOCATION AND WETLANDS DETERMINATION



STATE OF MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY JACKSON DISTRICT OFFICE



October 10, 2005

Village of Dexter Attn: Mr John Hanifan 8140 Main Street Dexter, MI 48130

Dear Mr Hanifan:

SUBJECT: Wetland Assessment Report

Wetland Assessment File Number: 05-81-0010 WA

The Department of Environmental Quality (DEQ) conducted a Level 3 Wetland Assessment on property (Property Tax Identification Number HD-08-05-225-002) located in Town 02S, Range 05E, Section 05, Scio Township, Washtenaw County on September 23, 2005. The assessment was conducted in accordance with Part 303, Wetland Protection of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA); and Rule 4, Wetland Assessments (R 281 924) of the Administrative Rules for Part 303. This is a report of our findings in response to your wetland assessment application.

The DEQ staff walked the flagged boundaries as requested in your wetland assessment application. Based on our on-site investigation, which included review of plant communities, hydrologic indicators, and soils of the assessment area, and an in-office review of other pertinent information, the DEQ confirms, in part, the wetland boundaries observed during the site inspection. Staff noted a few areas of disagreement with your consultant boundaries. Specifically, Wetland A needed to be slightly expanded to the west between flags A1 and A13

We flagged the modified boundaries with pink DEQ flagging tape and documented the new boundaries on the enclosed site map. The site map of the assessment area was created by combining information from your consultant and the DEQ. The new map identifies the areas containing wetland and the upland areas of the assessment area. A new delineation is not necessary

For those areas identified as regulated wetland on the site map, specifically Wetland A, please be advised that any of the following activities require a permit under Part 303:

- a) Deposit or permit the placing of fill material in a regulated wetland.
- b) Dredge, remove, or permit the removal of soil or minerals from regulated wetland.
- c) Construct, operate, or maintain any use or development in a regulated wetland
- d) Drain surface water from a regulated wetland

For those areas identified as upland on the site map, the DEQ lacks jurisdiction under Part 303 for activities occurring in those areas

Village of Dexter 05-81-0010-WA Page 2 October 3, 2005

The enclosed map depicts an approximation of the location of the non-wetland/wetland areas within the assessment area. If the more exact boundary of the wetland/non-wetland areas flagged on site will be needed next year, or will be needed for site development and/or planning purposes, we recommend you hire a certified site surveyor to map the flags. The DEQ recommends any survey be done <u>as soon as possible</u> as plastic survey ribbon deteriorates over time with exposure to the elements and is susceptible to vandalism. Surveying the boundaries may save the expense of redoing a wetland assessment where the line is no longer obvious. Once the survey is complete, please send a copy to the DEQ for our files

You may request the DEQ reassess the subject parcel or any portion of the parcel within 60 days of the date of this report should you disagree with the findings. A written request to reassess the parcel must be accompanied by supporting evidence with regard to wetland vegetation, soils or hydrology different from, or in addition to, the information relied upon by DEQ staff in preparing this report and sent to:

Wetland Assessment Program
Submerged Lands and Wetlands Unit
Land and Water Management Division
Department of Environmental Quality
P O. Box 30458
Lansing, Michigan 48909-7756

Please be aware that this assessment report does not constitute a determination of the presence of wetland that may be regulated under local ordinances or federal law. The U.S. Army Corps of Engineers (USACE) retains regulatory authority over certain wetlands pursuant to Section 404 of the Clean Water Act (CWA), and specifically those wetlands associated with traditionally navigable waters of the state. Traditionally, navigable waters are generally the Great Lakes, their connecting waters, and river systems and lakes connected to these waters. In other areas of Michigan, the DEQ is responsible for determination of wetland boundaries for purposes of compliance with the CWA under an agreement with the U.S. Environmental Protection Agency. Your assessment area does not appear to be within those areas also regulated by the USACE. However, should you desire more information, please contact the USACE at 313-226-2218.

This assessment report is limited to findings pursuant to Part 303 and does not constitute a determination of jurisdiction under other DEQ administered programs. Any land use activities undertaken on the assessed parcel may be subject to regulation pursuant to the NREPA under the following programs:

Floodplain Regulatory Authority found in Part 31, Water Resources Protection Part 91, Soil Erosion and Sedimentation Control Part 301, Inland Lakes and Streams

Village of Dexter 05-81-0010 WA Page 3 October 3, 2005

The findings contained in this report are binding on the DEQ until September 23, 2008; a period of three years from the date of the assessment unless a reassessment is conducted. Please contact me if you have any questions regarding this assessment report.

Sincerely,

Kameron Jordan

Jackson District Supervisor

Land and Water Management Division

(517) 780-7915

Enclosure

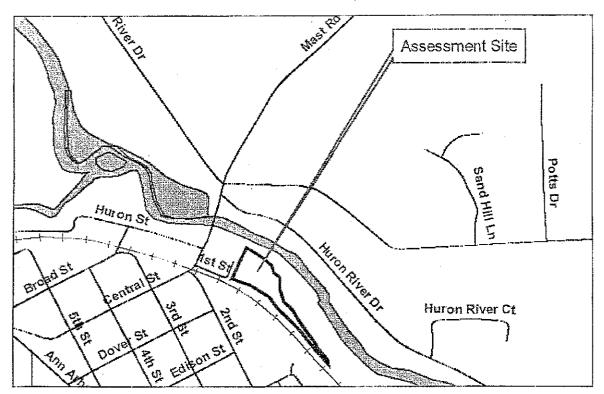
cc: Ms Wendy Veltman, DEQ

Scie/Dexter Village Clerk \(\)
Washtenaw County CEA

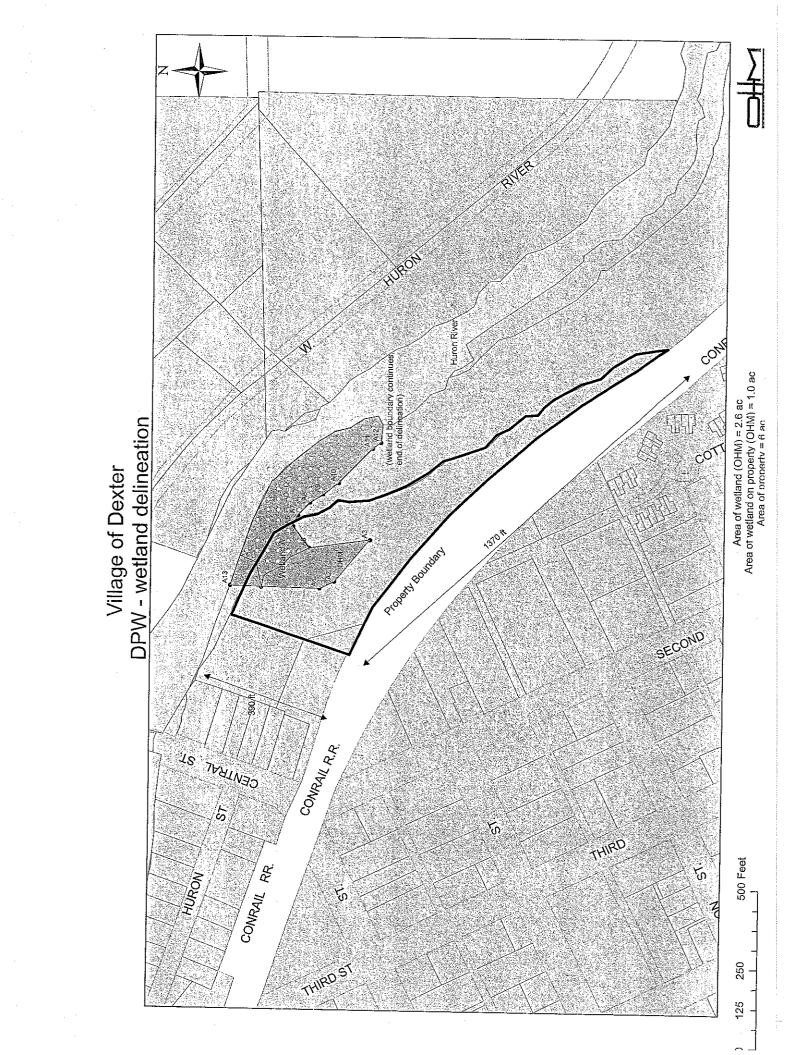
Mr Rhett Gronevelt, Orchard Hiltz & McCliment, INC

Dexter, Village of 05-81-0010-WA Page 4 October 3, 2005

Site Location Map







PL -2 EQUIPMENT INVENTORY

EQUIPMENT	DIMENSIONS
Loader	
Backhoe	9 X 25
Bobcat	8 X 25
	6 X 12
Sweeper	9 X 18
Trailer	9 X 20
2 -1 Ton with Plow	8 X 22
Tandem	8 X 29
International	8 X 26
1 Ton with Chipper	8 X 36
Chipper	8 X 18
Leaf Machine	8 X 15
GMC	8 X 24
Kubota	6 X 13
Ford Tractor	
Little Case	5 X 10
	8 X 25
·	
·	

Manager Report January 9, 2006

8140 Main Street **MEMO**

*

X

Dexter, MI 48130-1092

ddettling@villageofdexter.or Phone (734)426-8303

To: **President Seta and Council Members** From: Donna Dettling, Village Manage

Date: January 9, 2006 Re: VM Report

1 Meeting/Activity Review:

- December 28, 2005 John Kingsley, Newly appointed Webster Twp Supervisor, re: 425 Agreement with the Village
- 2. Financial Update. At the next Council meeting 1-29-06, Marie Sherry-Treasurer will present the 3rd quarter budget performance data, as well as the cash report Budget worksheets that deal with the 4-month transition will also be distributed for your review A work session to finalize the FY 2005/06 AMENDMENTS necessary to manage the transition will be necessary.
- 3 Police Services Contract. Update, Mark Ouimet contacted me on January 3rd to inform me that WC BOC may consider a 2-year contractual arrangement at their Ways and Means meeting on January 4th. Attached to my report is the Ann Arbor News article from the January 4th Ways and Means meeting. The County has decided to hold their position to accept only 4-year contracts
- 4 Scio Twp Joint Meeting. Darrell Fecho and I are working out a March joint meeting, no dates to report as of the printing of this report.
- 5 <u>Infrastructure Strategic Planning Session</u> Discuss dates in the evening (7:00 to 9:00) for this meeting, Saturday, January 21, 2006 did not work for everyone. Meeting location will be Senior Center (if available), NatCity in the basement as a backup (if available), TBA otherwise.
- 6. Light at Baker and Dan Hoey A meeting with Dexter Community School, Washtenaw County Road Commission and the village is tentatively scheduled for January to discuss the possibility of a coordinated cost share project to improve traffic movement on Baker Road
- 7. WCRC Bridge Discussion. I have been in contact with Brian Shorkey, County Transportation Planner, he has scheduled a meeting for Thursday, January 19th at 10:00 a m to continue discussion of the bridge/dam project cost share...
- 8 Wastewater Infrastructure Grants. I included the memo from SEMCOG dated December 21, 2005 that Jim Seta referenced at our last meeting. I am working with Ed Lobdell and OHM to secure an opportunity for the Village to receive a portion of this grant funding OHM has committed to attending the workshop in early 2006 that will provide detailed information on the grant application and review process



ANN ARBOR NEWS

Patrol contract terms infuriate 3 townships

Ypsilanti Twp , 2 others given 2 weeks to sign deal

Thursday, January 05, 2006

BY ART AISNER

News Staff Reporter

Residents in Augusta, Salem, and Ypsilanti townships can expect major, if not complete, reductions in sheriff's patrols in two weeks unless their governments sign four-year contracts with Washtenaw County or a short-term, yet more expensive alternative introduced Wednesday.

All three townships, which refused to sign new contracts for deputy patrols late last year, have until Jan. 18 to reconsider or accept a short-term extension under a measure approved by the county Board of Commissioners Wednesday. Angry township officials threatened to sue.

County Administrator Bob Guenzel said he expected police functions in those communities to remain the same through the deadline, but that he and Washtenaw County Sheriff Dan Minzey will meet in the meantime to determine what level of service is required by law for those communities starting Jan 19. The resolution states Guenzel, at his sole discretion, is authorized to lay off deputies immediately after the deadline.

It passed by an 8-3 vote, with Commissioners Wes Prater, D-Saline, Ronnie Peterson, D-Ypsilanti, and Rolland Sizemore, D-Ypsilanti, opposed.

If the county ceased sheriff's patrols, the townships would have to rely on the local Michigan State Police post, which officials say is already stretched thin

The extensions, or "bridge" contracts, proposed Wednesday were designed to avoid immediate deputy layoffs since the county contracts with those governments officially ended on Dec. 31. They're set to expire on April 30, continuing police protection while the county and townships negotiate the type of police services and associated costs that will be offered when a new police funding structure begins in 2008.

But township officials hardly embraced the offer Wednesday night, and some continued threats to sue to block the board's path

"It's punitive in nature and, if anything, it's given us more to work with in court. You will rue the day," Ypsilanti Township Attorney Doug Winters told commissioners after reminding them of the previous policerelated contracts they approved but later modified because true costs escalated sharply beyond projections

The county contracts with 11 townships, two villages and four school districts for 90 deputies. Ypsilanti Township, as the second most-populated municipality in the county after Ann Arbor, has the largest contingent of deputies.

The county wants to phase out its subsidy of sheriff's patrols and use the money for a jail and court expansion project. The townships have battled the county over the plan, which would eventually double their costs if they keep their same level of police protection.

In a tearful speech to the board, Ypsilanti Township Clerk Brenda Stumbo urged voters to replace

commissioners who don't support "public safety."

"This is wrong, and you guys know it," Stumbo told the board "My stomach is turning, and I feel like I am sick."

The county's latest offer for four-year contracts would limit increases for the cost of a deputy to 6 percent this year and next year, while also capping overtime costs the governments would have to pay in 2007. Costs for the final two years of the contract remain undetermined, but county officials argue that the cost formula must be announced and approved by the county board before April 30, a full 20 months before implementation. The contracts also still allow governments to opt out with six months notice

The formula used to dictate the contract's financial terms puts the true cost of a deputy, their equipment and supervision at about \$180,000, of which the county covers about half

Most of the local governments approved the four-year pacts despite concerns that they were open-ended contracts. The three holdouts, however, responded by literally crossing out any references to the final two years, effectively proposing a two-year counteroffer that the board rejected.

Winters and others on Wednesday strongly objected to a provision in the bridge contract requiring townships pay \$100 an hour per deputy they hire, roughly double what governments that signed the full four-year deals are required to pay in the first two years

The steep increase allows the county to recoup almost the entire cost of a deputy based upon 1,800 hours of service in a year, according to the resolution. It also provides a degree of fairness to those communities that signed the four-year contracts in good faith, said a number of commissioners who supported the measure.

Some local elected officials who reluctantly agreed to the four-year term said they were concerned about the holdouts receiving special treatment going into Wednesday's meeting. Others left thinking the bridge contract wasn't much of a deal

"It's like a stick in the eye to those three communities," said York Township Supervisor Joe Zurawski "In a way, it says 'who do you think you are?' and 'I'll show you "

Commissioners who support the short-term pact described it as another concession from the county, along with absorbing all deputy overtime costs this year, implementing the overtime cap in 2007 and establishing a steering committee comprised of county and township officials to develop the new funding formula.

"The bridge contract is a compromise, otherwise there would be no service without a contract," said Commissioner Conan Smith, D-Ann Arbor

After hearing members of the steering committee say they were close, possibly just weeks away, from reaching a negotiated costs for patrols in 2008-09, Peterson suggested simply extending the current contracts for everyone through March. There would be no impact to the county budget and it would not rush negotiations, he argued

The majority of commissioners did not support the idea

In a surprising development immediately after the vote, Commissioner Robert Brackenbury, R-Pittsfield Township, proposed a \$50,000 public safety grant from the county for Pittsfield Township. The money would be used to improve the township's own police department, which is funded along with fire services by a dedicated millage.

Peterson requested the same "discretionary" grant for Ypsilanti to make up for overtime and other costs incurred by the Ypsilanti Police Department should the historically reliable backup provided by sheriff's deputies ceases.

Three Ann Arbor commissioners quickly moved to table the motion and it is not clear when or if it will be addressed

Many who attended the meeting Wednesday also criticized how the bridge contract was introduced

County staff distributed copies of the resolution after the public comment portion of the meeting, causing enough of a stir in the crowd that commissioners asked for a 10-minute break before discussing it.

The resolution was shown to a number of township officials who attended a steering committee meeting earlier Wednesday, said Commissioner Stephen Solowczuk, R-Saline, who also criticized Ypsilanti Township officials for being divisive with legal threats

"That's all we've heard from you tonight," he said. "You didn't ask for a compromise, you asked to go to court."

Art Aisner can be reached at aaisner@annarbornews.com or (734) 994-6823.

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MEMO

Southeast Michigan Council of Governments 535 Griswold Street, Suite 300 Detroit, Michigan 48226 (313) 961-4266 Fax (313) 961-4869 www.semcog.org

December 21, 2005

IO:

SEMCOG Members and Interested Parties

FROM:

Paul Tait, Executive Director

SUBJECT:

Wastewater Infrastructure Grants

In recent months, SEMCOG has been working with the Michigan Department of Environmental Quality to have improvements made to the state sewer funding programs to help ease the financial burden local governments face in addressing their sewer infrastructure needs. I am pleased to inform you that, as a result of efforts by SEMCOG, the Department, and others, the Michigan Legislature approved a package of bills that makes two improvements to the state's low-interest loan programs that will benefit local governments.

First, the legislation expands the definition of eligible costs under the loan programs to include project planning. These costs, previously ineligible for reimbursement under the Clean Water State Revolving Fund (SRF) program, can be significant and impede a local government from developing an SRF application.

Second, the legislation makes up to \$40 million in grants available to local governments over two years to develop project plans for sewer infrastructure improvements. The grant program is funded through the Clean Water Bond (Proposal 2) approved by the voters in 2002. Local governments can receive grants of up to \$1 million to assist with the development of a project plan for funding through the Clean Water State Revolving Fund loan program. The grants require a 10 percent match from the local government. If the plan does not result in a project application for an SRF loan, the local government is required to repay the grant, with interest.

Once the state has completed the development of the application and review process, SEMCOG will host a half-day workshop on the new grant program for its members.

Enclosed is a message from MDEQ Director Steve Chester and a brief fact sheet describing the new grant program. For additional information on either the grant program or the upcoming workshop, please contact Ted Starbuck (starbuck@semcog.org) at 313-961-4266.

On a related topic, I want to let you know that SEMCOG, the Oakland County Drain Commissioner, and the Michigan Water Environment Association are co-sponsoring a two-day Asset Management Training workshop for water and wastewater utilities. The workshop will be held on May 2nd and 3rd at the MSU Management Education Center in Troy. Look for a detailed agenda and registration materials in January.



STATE OF MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY LANSING



TO:

SEMCOG Members

FROM:

Steven E. Chester, Director

DATE:

December 21, 2005

SUBJECT:

Wastewater Infrastructure Funding

I am pleased to inform you of a new program that will provide \$40 million in grants to communities to assist them in securing low-interest loans for wastewater infrastructure improvements. This grant program is the culmination of efforts by the Department of Environmental Quality (DEQ) and SEMCOG to facilitate improvements to the Clean Water State Revolving Fund (SRF) loan program. The grant funds have been diverted from the Strategic Water Quality Initiatives loan program initially created with the passage of Proposal 2 in November of 2002.

Other improvements to the wastewater loan programs that have resulted from our collaborative efforts include the lowering of the interest rates (currently at 1.625 percent), expanding the range of sewer rehabilitation that is eligible for loan assistance, and expanding the definition of eligible costs under the loan program to include expenses incurred during project planning.

The DEQ and SEMCOG have committed to hosting a workshop in early 2006 to provide detailed information on the grant application and review process.

The DEQ will continue to work closely with SEMCOG to identify and implement changes to the loan programs to make them more accessible to local governments in Southeast Michigan and across the state

For more information on the grant program and eligibility requirements, please contact Mr. Chip Heckathorn (heckathc@michigan gov) of the DEQ's State Revolving Fund, at 517-373-2161.

cc: Mr. Stanley F. Pruss, Deputy Director, DEQ Mr. Chip Heckathorn, DEQ Southeast Michigan Council of Governments • 535 Griswold Street • Suite 300 • Detroit, Michigan 48226 • (313) 961-4266 • Fax (313) 961-4869 www.semcog.org

Wastewater Infrastructure Improvement Grants Available to Local Governments

SEMCOG has been working on behalf of its members to improve the state and federal funding opportunities to meet wastewater infrastructure improvement needs. And, we will continue our efforts to secure funding to assist our members in meeting their water quality protection responsibilities in the most cost efficient way possible. One success that has been achieved is the development of a new wastewater infrastructure grant program established by the state. Below is a brief description of the grant program. SEMCOG will continue to provide its members with more details of the program as they become available.

What does the grant program provide for?

The grant program is established under the Strategic Water Quality Initiatives Fund (SWQIF), with a total of up to \$40 million available to local governments. The grants can cover up to 90 percent of the costs incurred in the development of an application for loan assistance from either the Clean Water State Revolving Fund (SRF) or the SWQIF program, with a cap of \$1 million per community. Communities seeking an SRF or SWQIF loan after September 30, 2006 will be eligible to receive a grant. The grant program is scheduled to sunset two years after the first grant is awarded.

The grants can be used to cover the costs of developing an SRF or SWQIF loan application, including project planning, design services, and the development of a user charge system.

What if my community receives a grant, but does not construct the project?

If your community files a complete application for an SRF or SWQIF loan for the project, but is not funded by the state, then you do not have to repay the grant. However, if you decide not to construct the project, then the grant must be repaid with interest.

What if we build the project, but use a different funding source to finance construction?

If you do not apply for a loan within three years or are offered a loan and turn it down, then the grant must be repaid with interest.

When will my community be able to apply for a grant?

Grant applications will be available from the Department of Environmental Quality in the Spring of 2006.

How do I find out more about this grant program?

Watch for a notice of a SEMCOG workshop on the SRF and SWQIF loan program in early 2006 or contact:

Chip Heckathorn
Environmental Sciences and Services Division
Michigan Department of Environmental Quality
PO Box 30457
Lansing, MI 48909-7957
(517) 373-2161
heckathc@michigan.gov

Ted Starbuck SEMCOG 535 Griswold, Suite 300 Detroit, MI 48226-3602 (313) 961-4266 starbuck@semcog.org

AGENDA J-L

SUMMARY OF BILLS A	ND PAYE	ROLL		9-Jan
Payroll Check Register	01/04/06	\$34,139.56 (\$34,139.56 (Bi-weekly payroll process GROSS PAYROLL TOTAL	ing
Account Payable Check Register	01/10/06	\$83,934.25 \$118,073.81	ACCOUNTS PAYABLE TOTAL TOTAL BILLS & PAYRO	. NEXT BILLS AND PAYROLL DLL EXPENDED ALL FUNDS
Summary Items from Bills & Payroll		Amount	(Comments
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ALL PAYABLES ARE WITH DETAIL VENDOR LIST AND				
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This is the summary report that w	ll be provided	with each pack	et Approval of the total b	ills and payroll expended,
ll funds will be necessary "				
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Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
A.R. BROUWER	A.R. BROUW	REFUND BALANCE INS. ESCROW	34 . 75	0 00
ALEXANDER CHEMICAL CORPORATION	ALEXANDER	refund deposit	94536	0 00
ARBOR MITCHELL CORP	ARBOR MITC	8 coffee wwtp 1 rex omega aicp exam, & mileage, office s kub nylon brush	33.40	0.00
AVAYA, INC.	AVAYA, INC	wwtp	107.25	0 00
BERRYMAN EQUIPMENI COMPANY	BERRYMAN	1 rex omega	183.14	0 00
ALLISON BISHOP	MENARD/ALL	aicp exam, & mileage, office s	366.72	0 00
BOULLION SALES	BOULLION	kub nylon brush	492 66	0.00
BUSINESS HEALTH SERVICES-MAPLE	BUSI HEALI	back exam & return to work exa shipman building site plan rev wrecking bar	85.00	0.00
CARLISLE-WORTMAN ASSOCIATES	CARL-WORT	shipman building site plan rev	1,385.00	0.00
CARPENTER HARDWARE & LUMBER	CARPENTER	wrecking bar	11.00	0.00
CERTIFIED LABORATORIES	CERT LABS	saf-sol 20/20 aero	133.97	0.00
CHAMPION WATER TREATMENT	CHAMPION W	6 water bottles	24.00	000
CINTAS CORPORATION	CINTAS	uniforms	754.41	0.00
COMCAST	COMCASI	internet	9500	
CARPENIER HARDWARE & LUMBER CERTIFIED LABORATORIES CHAMPION WATER TREAIMENT CINTAS CORPORATION COMCAST DONNA DETTLING DEXTER MILL DEXTER PHARMACY DEXTER PHARMACY DEXTER PULLAGE	EURESTE/D	village half of tuition	40535	000
DEXTER MILL	DEX MILL	br jeans	279 20	0.00
DEXTER PHARMACY	DEX PHARMA	shipping	8.80	0 00
DEXTER VILLAGE	DEXAIT	utilities	712 44	
DIUBLE EQUIPMENT INCORPORATED DTE ENERGY ETNA SUPPLY CO	DIUBLE EQU	loader repair	769 20	0 00
OTE ENERGY	DET EDISON	11/23-12/27	21,366.79	. 0 00
ETNA SUPPLY CO	ETNA SUPPL	sensus mxu battery		0.00
GADALETO, RAMSBY & ASSOCIATES	FORT DEARB	Jan 2005	275.00 144.00	0.00
HAAS TRANSMISSION SERVICE INC	HAAS TRANS	repair brake line	144.00	
HACH COMPANY HACKNEY HARDWARE JOHN'S SANITATION	HACH CO	repair brake line controller repair 900 awrs balance from prev bill november 05	444.50	
TOUNIC CANTERSTON	HACKNEY	palance from prev bill	221.85	0.00
JOHN'S SANITATION KOCH, RON LANIER WORLDWIDE, INC MCI MICHICAN COVERNMENT FINANCE OF	JOHNS SAN	november 05	53.40	
NOCH, KON	LANTED	check tollet cooky momster	5000	0.00
ANIER WORLDWIDE, INC	LANIEK	copier lease,	65835	0.00
MCI MICHIGAN GOVERNMENI FINANCE OF MICHIGAN LOCAL GOVERNMENT	MCEON	buoue pitt	18.56	0.00
TICHIGAN GOVERNMENT FINANCE OF	MGFOA	nearth care program	80 00 150 00	0 00
ALCHICAN MUNICIDAL MDESCUBEDO	MI LGMA	John Hanaran membership	120 00	0 00
AICHIGAN MUNICIPAL TREASURERS	MMIA	check toilet cooky momster copier lease, phone bill health care program john hanafan membership annual dues, mmta west bolt kit	35 00	0 00
MILL CREEK SPORTING GOODS	MUDBON CAL	west boit kit	169 25	0.00
IODIU CENTUAT IADODATODEC	MOKION SAL	Sdli	3,286.48	0 00
OKIN CENTRAL DADORATORIES OHM CEOCOPPWIDE INC	NORIO CENI	salt reagent, filters,& chlorine st dex crossing phase 4 insp pun shipping return sensus meter bk fluid meeting with MDEQ	197.42	0.00
PACK & MATE DING	DACK C MAT	chipping return dengua mater	3/,363.30	0.00
ACK & MAID INCO	DADIG DINI	by fluid	10.11	0.00
PRETN & NEWHOL	DOFTN	meeting with MDFO	£ 204 75	0.00
RINT-TECH INC	DELMA IEGH	news letter mailing	0,204.73	0.00
REIN & NEWHOF PRINT-TECH, INC. S.F. STRONG BC	SF STRONG	calcium chloride	84546	0.00 000
IRC	SRC	dec long distance	1,123.06	
CIO TOWNSHIP TREASURER	SCIO TWSP	winter tax	1,360 58	000 0.00
SHULTS EQUIPMENT, INC.	SHULTS EQU	csb blade, plow bolt	698.60	0.00
SUPPLY NORTH CENTRAL GROUP	SUPPLY	chi fct wall mount kit	214 82	0.00
WANNS	SWANNS	pants, shirts, thermal bib	271 44	0 00
		clean and check starter	297.00	0 00
VASTE MANAGEMENT		12/2/05 mich chg / uint	50.00	0 00
		Grand Total:	83,934.25	0 00

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund Dept: Village Council 101-101 000-901.000 101-101 000-956.000	Printing &	PRINI-TECH, INC. news letter mailing SCIO TOWNSHIP TREASURER winter tax	0	169488 WINIER TAX 2005 Total Village C	01/04/2006 01/04/2006	941 14 1,360 58
Dept: Village Manager 101-172 000-721 000 101-172 000-958 000 101-172 000-958 000 101-172 000-960 000	Health & L Membership Membership Education	GADALEIO, RAMSBY & ASSOCIATES Jan 2005 MICHIGAN LOCAL GOVERNMENT membership application MICHIGAN LOCAL GOVERNMENI john hanafan membership DONNA DETILING village half of tuition	0 0 0	2006 MEMBERSHIP 2006 DUES 12/28/05 Iotal Village M	01/03/2006 01/03/2006 01/04/2006 01/03/2006	50 00 75 00 75 00 405 35
Dept: Attorney 101-210 000-812 000 101-210 000-812 000	• •	PREIN & NEWHOF report, soil borings, meeting PREIN & NEWHOF meeting with MDEQ	0	66061 66545	01/04/2006 01/04/2006	4,555 25 1,649 50
Dept: Village Treasurer 101-253 000-721.000 101-253 000-958.000 101-253 000-960.000	Health & I Membership Education	GADALETO, RAMSBY & ASSOCIATES Jan 2005 MICHIGAN MUNICIPAL IREASURERS annual dues, mmta MICHIGAN GOVERNMENI FINANCE OF health care program	0 0 0	Total Attorney 2006 MMIA DUES HEALIH CARE PRO	01/03/2006 01/03/2006 01/04/2006 GRAM	6,204.75 12.50 35.00 80.00
Dept: Buildings & Grounds 101-265 000-727 000 101-265 000-920 000 101-265 000-920 000 101-265 000-920 000 101-265 000-920 000 101-265 000-920 001 101-265 000-920 001 101-265 000-935 000 101-265 000-935 000 101-265 000-935 000 101-265 000-936 000 101-265 000-936 000 101-265 000-970 000	Office Sup Utilities Utilities Utilities Utilities Telephones Telephones Bldg Maint Bldg Maint Bldg Maint Eddg Maint Equip Serv Capital Im	check toilet cooky momster CINTAS CORPORATION brown mats CINIAS CORPORATION brown mats CINIAS CORPORATION brown mats LANIER WORLDWIDE, INC. copier lease,		DEC. 05 12/26 - 1/25/06 321995300076-12 294954200050-12 294954200042-12 734-426-8530-57 734-426-8303-49 PLUMBER 300798980 300809823 300520588 05465332	01/03/2006 01/03/2006 01/03/2006 01/03/2006 01/03/2006 01/04/2006 0-8-12 01/04/2006	127.50 17.95 95.00 499.99 945.57 28.85 138.21 312.54 50.00 37.70 37.70 37.70 658.35 615.00
Dept: Iaw Enforcement 101-301 000-920.000 101-301 000-920 000 101-301 000-920.000	Utilities Utilities Utilities	dbrp detention DEXIER VILLAGE utilities DIE ENERGY 11/23-12/27 DTE ENERGY 11/23-12/27	0 0	108504 Iotal Buildings 10/15/12/15 321995300118-12 321995300118-12	6 Grounds 01/03/2006 01/03/2006 01/03/2006	3,474 56 51 27 302 43 656 99

village of beater						Page: 2
Fund Department	GL Number	Vendor Name	Check	Invoice	Due	
Account	Abbrev	Invoice Description			Date	Amount
Fund: General Fund						
Dept: Law Enforcement 101-301.000-935.000	Bldg Maint	CINTAS CORPORATION	0	200200020	01/04/2006	35.51
101-301.000-935 000	Bldg Maint	floor mats CINIAS CORPORATION floor mats	0	300798972	01/04/2006	35 51
101-301 000-935.000	Bldg Maint	CINTAS CORPORALION floor mats	0	300809815 300820580	01/04/2006	35 51
				Total law Enfor	cement	1,117.22
Dept: Fire Department 101-336 000-721 000	Health & L	GADALEIO, RAMSBY & ASSOCIATES	0		01/03/2006	75 00
101-336.000-920.000	Utilities	Jan 2005 DEXTER VILLAGE	0		01/03/2006	68 36
101-336.000-920.000	Utilities	utilities DTE ENERGY	0	10/15/12/15	01/03/2006	875.85
101-336 000-935 000	Bldg Maint		0	321995300118-12	01/04/2006	214 82
		chi fct wall mount kit		1294026-00		
Dept: Planning Department				Total Fire Depa	rtment	1,234 03
101-400 000-721 000	Health & I	GADALEIO, RAMSBY & ASSOCIAIES Jan 2005	0		01/03/2006	12.50
101-400 000-802 000	Profession	CARLISIE-WORIMAN ASSOCIATES nov. 7 planning meeting	0	251271	01/03/2006	390.00
101-400 000-802 000	Profession	CARLISIE-WORTMAN ASSOCIATES draft zon language, site pl. r	0		01/03/2006	302 50
101-400 000-861 000	Travel & M	ALLISON BISHOP	0	251272	01/03/2006	23.77
101-400.000-960 000	Education	aicp exam, & mileage, office s ALLISON BISHOP aicp exam, & mileage, office s	0	DEC . 05	01/03/2006	32500
				Total Planning	Department	1,053 77
Dept: Department of Public Wor 101-441 000-721 000	ks Health & L	GADALETO, RAMSBY & ASSOCIATES	0		01/03/2006	15.50
101-441.000-740.000	Operating	Jan 2005 CHAMPION WAI'ER TREAIMENT	0		01/03/2006	24.00
101-441 000-740.000	Operating	6 water bottles HACKNEY HARDWARE	0	29919	01/03/2006	9 98
101-441 000-740.000	Operating	outdoor cord HACKNEY HARDWARE	0	755281	01/03/2006	21 .98
101-441.000-740.000	Operating	outdoor cords HACKNEY HARDWARE	0	755285	01/03/2006	39.24
101-441 000-740.000	Operating	flash light HACKNEY HARDWARE	0	755392	01/03/2006	34 51
101-441 000-740.000	Operating	utility workshop fixtures HACKNEY HARDWARE	0	755496	01/03/2006	
101-441.000-740.000	Operating	soap & scrubbers HACKNEY HARDWARE		755570		20 55
101-441.000-740.000	Operating	scraper HACKNEY HARDWARE	0	755877	01/03/2006	2.99
	•	kleenex	0	755934	01/03/2006	1.47
101-441 000-740 000	Operating	HACKNEY HARDWARE ballcock	0	756276	01/03/2006	12 99
101-441.000-740.000	Operating	HACKNEY HARDWARE paper towel	0	756571	01/03/2006	3 16
101-441000-740 000	Operating	HACKNEY HARDWARE hand towels	0	756605	01/03/2006	2.90
101-441 000-740.000	Operating	HACKNEY HARDWARE balance from prev. bill	0	BAI ANCE DUE	01/03/2006	0.20
101-441.000-740 000	Operating	S F STRONG towels, flourescent tube	0	116725-00	01/04/2006	96 18
101-441000-740 000	Operating	S.F. STRONG calcium chloride	0	117007-00	01/04/2006	749.28
	** ** **	SWANNS	0	TT1001-00	01/04/2006	117.60
101-441 000-745.000	Uniform Al		•	12 20 05		
101-441 000-745.000 101-441.000-745 000	Uniform Al	clothing SWANNS pants, shirts, thermal bib	0	12 29 05 12 29 05/2	01/04/2006	153 84

Dept: Parks & Recreation

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epartment ccount	GI Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
d: General Fund pt: Department of Public			. 			
01-441 000-745.000		CINTAS CORPORATION	0	300806945	01/04/2006	56.65
1-441.000-745.000	Uniform Al		0	300812443	01/04/2006	56.65
1-441 .000-745 000	Uniform Al		0	300817784	01/04/2006	76.55
1-441.000-920 000	Utilities	DEXIER VILLAGE utilities	0	10/15/12/15	01/03/2006	51.27
1-441.000-920.000	Utilities	DIE ENERGY 11/23-12/27	0	321995300118-12	01/03/2006	302.43
1-441 000-920.000	Utilities	DTE ENERGY 11/23-12/27	0	321995300118-12	01/03/2006	656.99
1-441 000-937.000	Equip Main		0	11235	01/04/2006	.169 .25
1-441.000-937 000	Equip Main		0	326315	01/04/2006	19.06
1-441.000-937 000	Equip Main	PARIS PEDDLER AUTO SUPPLY diesel cond.	0	326607	01/04/2006	12.27
1-441.000-937.000	Equip Main	PARIS PEDDLER AUTO SUPPLY block heater	0	325822	01/04/2006	43.19
1-441000-937 000	Equip Main		0	325592	01/04/2006	11.37
1-441 .000-939 .000	Vehicle Ma	DIUBLE EQUIPMENI INCORPORATED headphones	0	325592 24228	01/03/2006	118.19
1-441 000-939 000	Vehicle Ma	DIUBLE EQUIPMENT INCORPORATED skid shoe, bolt, top link b ha	0	24228	01/03/2006	66 . 12
1-441 000-939 000	Vehicle Ma	HAAS TRANSMISSION SERVICE INC	0		01/03/2006	144.00
1-441.000-939 000	Vehicle Ma	repair brake line PARTS PEDDIER AUTO SUPPLY	0	39469	01/04/2006	12.99
1-441.000-939 000	Vehicle Ma	power can clear DIUBLE EQUIPMENT INCORPORATED	0	326205	01/04/2006	584.89
1-441.000-963.000	Medical Ex	loader repair BUSINESS HEALTH SERVICES-MAPLE	0	R24715	01/03/2006	37.00
1-441 000-977 000	Equipment	dot exam BOUIIION SAIES kub nylon brush	0	280992 136445	01/03/2006	492.66
				Iotal Departmen	t of Public Works	4,274.55
ot: Downtown Public Work 1-442 000-920.000	s Utilities	DIE ENERGY	0		01/03/2006	50.96
1-442 000-920 000	Utilities	11/23-12/27 DTE ENERGY	0	321995300068-12	01/03/2006	98.37
1-442.000-920.000	Utilities	11/23-12/27 DTE ENERGY	0	294954200084-12	01/03/2006	90.38
1-442 .000-920 .000	Utilities	11/23-12/27 DTE ENERGY	0	294954200019-12	01/03/2006	110.40
1-442.000-920.000	Utilities	11/23-12/27 DTE ENERGY	0	294954200027-12	01/03/2006	171.41
1-442.000-920 000	Utilities	11/23-12/27 DTE ENERGY	. 0	294954200035-12	01/03/2006	72.85
1-442.000-920.000	Utilities	11/23-12/27 DTE ENERGY	0	202373300013-12	01/03/2006	111 44
		11/23-12/27		202764900017-12 Iotal Downtown		 705 .81
ot: Engineering L-447 000-830.000	Engineerin	OHM GEO-SOFIWARE, INC.	0	TOTAL DOMINOWIL	01/04/2006	50 25
1-447 000-830 000	Engineerin	decter commerce center phase 3	0	108503	01/04/2006	719 00
	wazy water to a lill	general service		108507	51, 61, 2400	715 00
ot: Solid Waste				Iotal Engineeri	ng	769 25
1-528.000-740.000	Operating	CARPENIER HARDWARE & IUMBER wrecking bar	0	11/04/05	01/03/2006	11 00
1-528.000-805 000	Solid Wast	WASTE MANAGEMENI 12/2/05 mich chg / uint	0	1359852-1389-5	01/04/2006	50 00
				Total Solid Was	te	61 00
nt, Darbe C Docroation						

illage of bexter						Page:
und Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount.
und: General Fund				**		
Dept: Parks & Recreation 101-751.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES Jan 2005	0		01/03/2006	2 50
101-751000-944 000	Portable I	JOHN'S SANITATION november 05	0	19066	01/03/2006	53 40
				Total Parks	& Recreation	55.90
Oept: Capital Improvements CIP 101-901 000-974 004	CIP Salt S	OHM GEO-SOFIWARE, INC dpw wet land flag	0	108510	01/04/2006	885.25
				Total Capita	al Improvements CIP	885 .25
					Fund Total	22,870.66
and: Major Streets Fund					2 4114 2000	22,075.00
ept: Routine Maintenance 02-463 000-721 000	Health & L	GADALEIO, RAMSBY € ASSOCIATES Jan 2005	0		01/03/2006	13 00
				Total Routin	ne Maintenance	13 00
Dept: Traffic Services 202-474 000-721.000	Health & I	GADALEIO, RAMSBY & ASSOCIATES	0		01/03/2006	4 00
202-474 :000-740 :000	Operating	Jan 2005 PARTS PEDDLER AUTO SUPPLY			01/04/2006	24 89
	. ,	guide flags		326573	, ,	
ept: Winter Maintenance				Iotal Iraff	ic Services	28.89
02-478.000-721 000	Health & L	GADALEFO, RAMSBY & ASSOCIATES	0		01/03/2006	8.00
02-478 000-740 000	Operating	Jan 2005 SHULTS EQUIPMENI, INC csb blade, plow bolt	0	0019416-IN	01/04/2006	349.30
				Total Winter	r Maintenance	357 30
		•			Fund Iotal	399 19
nd: Local Streets Fund	•					
ept: Contracted Road Construc		CONTRACTOR ACCUMENTS THE	0		01.40.40006	
03-451 .000-970 .000	Capital Im	OHM GEO-SOFIWARE, INC. kensington st. phase 2	0	108508	01/04/2006	4,751 75
03-451 000-970000	Capital Im	OHM GEO-SOFTWARE, INC. kensington st drainage outlet	0	107509	01/04/2006	2,297 00
				Iotal Contra	acted Road Construction	7,048.75
ept: Routine Maintenance 03-463 000-721 000	Health & L	GADALEIO, RAMSBY & ASSOCIATES Jan 2005	0		01/03/2006	4.00
				Total Routin	ne Maintenance	4.00
ept: Traffic Services 03-474.000-721 000	Health & L	GADALEIO, RAMSBY & ASSOCIATES Jan 2005	0		01/03/2006	1.00
				lotal Iraff:	ic Services	1.00
ept: Winter Maintenance 03-478.000-721.000	Health & L	GADALEIO, RAMSBY & ASSOCIATES	0		01/03/2006	2.00
03-478.000-740.000	Operating	Jan 2005 MORFON SALT	0		01/03/2006	1,693.47
03-478 000-740 000	Operating	salt MORION SALI	0	634740	01/03/2006	1,593 01
93-478 000-740 000	Operating	salt SHULIS EQUIPMENI, INC.		638229		
000 0E1-000 01E CC	oheractiid	csb blade, plow bolt	0	0019416-IN	01/04/2006	349 30
				Total Winter	r Maintenance	3,631.78
					Fund Total	10,691.53

Date: 01/04/2006 Time: 1:50pm Page: 5

Fund Department GL Number Vendor Name Check Invoice Due Account Invoice Description Abbrev Number Number Date Amount Fund: Sewer Enterprise Fund Dept: Sewer Utilities Department 590-548 000-721.000 Health & L BUSINESS HEALTH SERVICES-MAPLE n 01/03/2006 48 00 back exam & return to work exa 280738 590-548.000-721.000 Health & L GADALETO, RAMSBY & ASSOCIATES 0 01/03/2006 45.00 Jan 2005 590-548 000-740 000 Operating HACKNEY HARDWARE 0 01/03/2006 12.99 gloves cow hide 755886 590-548 000-740 000 Operating PARIS PEDDIER AUTO SUPPLY 01/04/2006 6 27 oil for recirculator pump 326741 590-548 000-742.000 Chem Plant ALEXANDER CHEMICAL CORPORATION 0 01/03/2006 750 16 chemicals 113122 ALEXANDER CHEMICAI CORPORATION 590-548.000-742.000 Chem Plant 0 01/03/2006 -395 00 refund deposits 0355295 590-548.000-742.000 Chem Plant ALEXANDER CHEMICAL CORPORATION a 01/03/2006 935.20 chimecals 355337 590-548 000-742 000 Chem Plant ALEXANDER CHEMICAL CORPORATION 0 01/03/2006 -345.00refund deposit 355938 590-548 000-743.000 Chem Lab NORTH CENTRAL IABORATORIES O 01/04/2006 197 42 reagent, filters,& chlorine st 193968 590-548 000-745 000 Uniform Al DEXTER MILL 01/03/2006 70 50 s shirt, hooded pullover 52680 590-548 000-745 000 Uniform Al CINTAS CORPORATION 0 01/04/2006 38 93 uniforms 300801495 590-548 000-745 000 Uniform Al CINTAS CORPORATION 0 01/04/2006 38.93 uniforms 300806946 590-548 000-745 000 CINTAS CORPORATION Uniform Al 0 01/04/2006 38.93 uniforms 300812444 590-548 000-745 000 Uniform Al CINIAS CORPORATION n 01/04/2006 38.93 uniforms 300817785 590-548 000-920 000 Utilities DEXTER VIILAGE 0 01/03/2006 541.54 utilities 10/15-12/15/05 590-548.000-920.000 Utilities DIE ENERGY 0 01/03/2006 60 01 11/22-12/27 321995300019-12 Utilities 590-548.000-920.000 DTE ENERGY 0 01/03/2006 15 36 11/23-12/27 321995300092-12 590-548 000-920 000 Utilities DTE ENERGY 0 01/03/2006 1,833.97 11/23-12/27 466742700019-12 590-548 000-920 000 Utilities DIE ENERGY n 01/03/2006 7,869.45 11/23-12/27 321995300100-12 590-548 000-920.001 Telephones AVAYA, INC 0 01/03/2006 107.25 wwtp 2722672226 590-548 000-920..001 Telephones MCI 01/04/2006 18.56 phone bill 7344264572-12 590-548 000-920 001 Telephones SBC 0 01/04/2006 423 52 Dec 05 long distance 734-426-4572-813-1 590-548.000-920.001 Ielephones SBC ſ 01/04/2006 30 61 dec 05 long distance 734-424-1425-243-0-12 590-548.000-937.000 Equip Main BERRYMAN EQUIPMENT COMPANY U 01/03/2006 183 14 1 rex omega 05-1213 590-548 000-937.000 Equip Main HACKNEY HARDWARE 01/03/2006 4.86 fastners 755395 590-548 000-937.000 Equip Main HACKNEY HARDWARE 0 01/03/2006 23.97 lus xtreme gawg 755398 590-548.000-937.000 Equip Main HACKNEY HARDWARE 01/03/2006 5.58 elect, tape 755679 590-548.000-937 000 UIS PROGRAMMABIE SERVICES INC Equip Main 01/04/2006 297 00 clean and check starter 5301493 590-548.000-977.000 Equipment HACH COMPANY 01/03/2006 444 50 controller repair 900 awrs WI169512 Total Sewer Utilities Department 13,340.58 Fund Iotal 13,340.58 Fund: Water Enterprise Fund Dept: Water Utilities Department 591-556 000-721 000 GADALETO, RAMSBY & ASSOCIATES Health & I 01/03/2006 30.00 Jan 2005 591-556.000-740.000 Operating ARBOR MITCHEII CORP 01/03/2006 33 40 8 coffee 186393

und Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
und: Water Enterprise Fund Dept: Water Utilities Depart		···				
591-556.000-740.000	ment Operating	CERTIFIED LABORATORIES	0		01/03/2006	133.97
591-556 000-740 000	Operating	saf-sol 20/20 aero HACKNEY HARDWARE	0	091927	01/03/2006	9. 99
91-556 000-740.000	Operating	snow pusher HACKNEY HARDWARE	0	755677	01/03/2006	14 49
91-556.000-745.000	Uniform Al		0	755678	01/03/2006	119 60
91-556 000-745 000	Uniform Al		0	51532	01/03/2006	33.30
91-556 000-745.000	Uniform Al	br jeans DEXIER MIII carhartt	0	52253	01/03/2006	55.80
91-556 000-745 000	Uniform Al		0	54580	01/04/2006	. 33 14
91-556 000-745.000	Uniform Al	CINTAS CORPORATION	0	300801495	01/04/2006	33 14
91-556.000-745 000	Uniform Al	uniforms CINTAS CORPORATION	0	300806946	01/04/2006	33 14
91-556.000-745.000	Uniform Al		0	300812444	01/04/2006	33.14
91-556 000-824.000	<pre>lesting &</pre>	uniforms DEXIER PHARMACY	0	300817785	01/03/2006	8.80
91-556.000-920.000	Utilities	shipping DTE ENERGY	0	12/21/05	01/03/2006	. 4,623 80
91-556 000-920 000	Utilities	11/23-12/27 DTE ENERGY	0	321995300035-12	01/03/2006	39 32
01-556 000-920.000	Utilities	11/23-12/27 DTE ENERGY	0	321995300043-12	01/03/2006	1,949 97
91-556.000-920.001	Ielephones	11/23-12/27 SBC	0	294954200068-12	01/04/2006	218.18
1-556.000-937 000	Equip Main		0	734-426-4572-81.	3-1 01/04/2006	18.11
1-556 000-977.000	Equipment	shipping return sensus meter ETNA SUPPLY CO	0	134	01/03/2006	90 00
1-556.000-977 000	Equipment	flag set ETNA SUPPLY CO	0	1169372	01/03/2006	-454 20
11-556 000-977 000	Equipment	sensus mxu battery credit ETNA SUPPLY CO	0	1170251	01/03/2006	135 00
1-556 000-977.000	Equipment	3m uy2bx2 gel cap connectors ETNA SUPPLY CO	0	1171679	01/03/2006	-667.80
1-556.000-977.000	Equipment	sensus mxu battery EINA SUPPIY CO sensus mxu battery	0	1178578 1178951	01/03/2006	1,135.50
				Total Water Uti	lities Department	7,659.79
		•			Fund Iotal	7,659 79
d: Trust & Agency Fund pt: Assets, Liabilities & R	evenije					
1-000 000-253.004	Dex Com 3	A R BROUWER REFUND BALANCE INS. ESCROW	0	12/28/05	01/03/2006	34.75
1-000.000-253.005	Dexter Cro	OHM GEO-SOFTWARE, INC. dex crossing phase 4 insp. pun	0	108517	01/04/2006	3,808.50
1-000 000-253 010	Eaton Cour	OHN GEO-SOFTWARE, INC. eaton court inspection	0		01/04/2006	1,673.25
1-000.000-253 028	Boulder Pa	OHM GEO-SOFTWARE, INC	0	108501	01/04/2006	1,132.75
1-000.000-253.030	Monument P	boulder park OHM GEO-SOFTWARE, INC.	0	108505	01/04/2006	742 50
1-000.000-253031	Dexter Pla	monument park ins OHM GEO-SOFTWARE, INC	0	108506	01/04/2006	1,368 50
1-000 000-253 031	Dexter Pla	dexter plaza OHM GEO-SOFTWARE, INC	0	108511	01/04/2006	14,866 50
	Bishop Con	dexter plaza inspection OHM GEO-SOFTWARE, INC	0	108512	01/04/2006	103.25
1-000.000-253.036						
1-000.000-253.036 1-000.000-253.038	Alpine Str	bishop business condo OHM GEO-SOFTWARE, INC. alpine street ins	0	108514 108502	01/04/2006	115 50

Date: 01/04/2006 Time: 1:50pm Page: 7

Page:

Fund Department Account	GI Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: Trust & Agency Fund		***			*****	
Dept: Assets, Liabilities	& Revenue				•	
701-000.000-253 039	Katie's Re	OHM GEO-SOFIWARE, INC. shipman fsp	0	108515	01/04/2006	2,360.75
701-000 000-253.040	Shipman Pr	CARLISIE-WORTMAN ASSOCIATES shipman building site plan rev	0	251274	01/03/2006	372.50
701-000.000-253 040	Shipman Pr	OHM GEO-SOFTWARE, INC katies restaurant	0	108516	01/04/2006	2,073 75
				Iotal Assets,	Liabilities & Revenue	28,972.50
					Fund Total	28,972 50
					Grand Total	83,934.25

January 3, 2006

16240A 1-9-06 J-2

TO:

Village of Dexter

FR:

Dexter Community Orchestra

RE:

Approval for placement of concert signs

Dear Village Council,

The Dexter Community Orchestra (DCO) is a new musical group consisting of local area musicians dedicated to cultural enrichment through symphonic music DCO seeks to provide the many benefits that can be achieved only through live musical performance. We are proud to offer a place for local amateur musicians to play and an opportunity for individuals and families to experience the magic of live classical music. At present, we have over 40 local musicians participating in the orchestra Our inaugural concert is scheduled for January 22, 2006 at 2:00 PM at the Dexter High School Center for the Performing Arts

As part of our concert preparation, we would like to place sandwich board style road signs at various locations in the Village to publicize the upcoming event. The signs would be posted 2-3 weeks prior to the concert and would be taken down immediately following the concert

We request approval from the Village for the placement of these signs

The details regarding these sandwich boards are as follows:

Name of Organization:

Dexter Community Orchestra **Dexter Community Education**

Sponsor:

Date and Time of Concert:

January 22, 2006 2:00 PM

Location of Concert:

Dexter High School Center for the Performing Arts

Number of Signs:

Shape and Size of Sign:

Shown on attached drawing

Proposed Locations:

a East side of Baker Road near St. Joseph Cemetery West side of Mast Road near intersection of Joy, Mast,

and Huron River Drive. Webster Twp-

c South side of Main Street near the intersection of Main Street and Dexter-Chelsea Road Jeffords d North side of Dexter-Ann Arbor Road near Peace Park

Dexter Community Orchestra

Contact Information:

P.O. Box 331 Dexter, MI 48130 (734)-355-0725

info@dextercommunityorchestra org

Contact Persons:

Tom Rutherford Sally Vandeven

424-3563 449-5893 tom@mpsge.org svdv@aol.com

DCO President

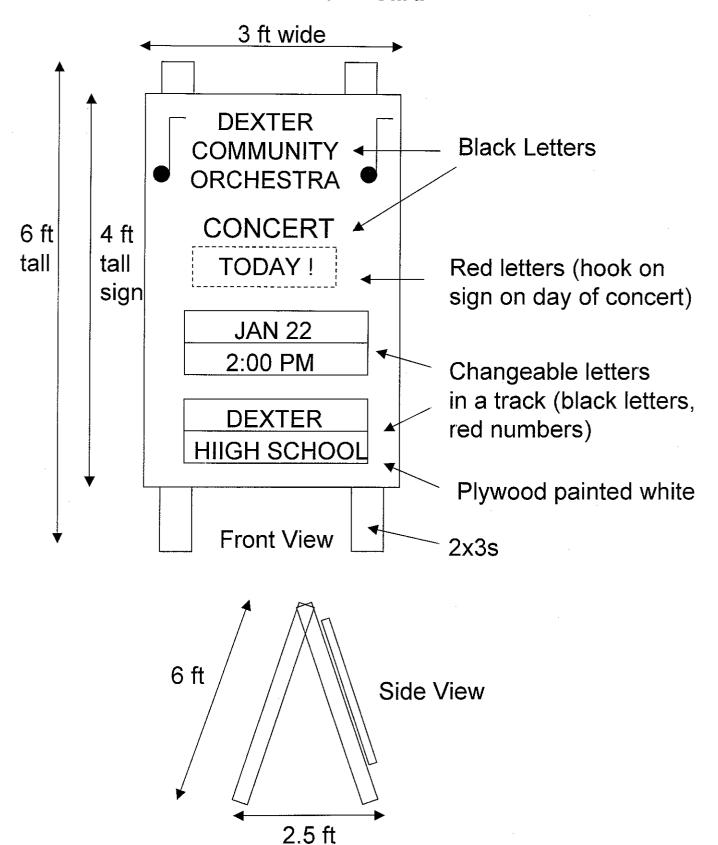
Don Parrish

810-231-4739

parrish@dexter k12.mi us

DCO Board Member Conductor

Dexter Community Orchestra Sandwich Board



Memorandum

To:

Village Council

Donna Dettling

From:

Allison Bishop

Re:

Article 23, Conditional Rezoning Ordinance Amendment

Date:

January 9, 2006

On January 3, 2006 the Planning Commission held a public hearing on the proposed ordinance amendments to Article 23, Section 23.06, Conditional Rezoning of Land. Conditional Rezoning of Land is an additional tool that the village can use in planning and development throughout the village. Doug Lewan presented the ordinance amendment when new legislation became effective in January 2005.

RECOMMENDATION

Per Article 23 06, The Planning Commission and Village Council shall consider the following criteria to determine the appropriateness of amending the text, standards and regulations of the Zoning Ordinance

- A Documentation has been provided from Village Staff or the Board of Zoning Appeals indicating problems and conflicts in implementation of specific sections of the Ordinance.
- B. Reference materials, planning and zoning publications, information gained at seminars or experiences of other communities demonstrate improved techniques to deal with certain zoning issues, or that the Village's standards are outdated.
- C. The Village Attorney recommends an amendment to respond to significant case law.
- D The amendment would promote implementation of the goals and objectives of the Village's Master Plan.
- E. Other factors deemed appropriate by the Planning Commission and Village Council.

Based on the information presented by Doug Lewan, new legislation and the additional land use planning tool that the ordinance amendment would provide, it was recommended by the Planning Commission, Per Section 23 06, that the Village Council approve the ordinance amendment

SUGGESTED MOTIONS

Per Section 23.06, Criteria for Amendment to the Zoning Ordinance Text, the Village Council has determined that Article 23, Section 23.06, Conditional Rezoning of land meets the criteria for amending the text, standards and regulations of the Zoning Ordinance and therefore approves the proposed amendments to Article 23 presented at the January 9, 2006 meeting

OR

Based on the information presented the Village Council moves to <u>postpone</u> action on the recommendation from Planning Commission for the proposed amendments to Article 23, Section 23.06, Conditional Rezoning of Land until(DATE)
Please feel free to contact me prior to the meeting with questions.
Thank you,

VILLAGE OF DEXTER PLANNING COMMISSION CE OF PUBLIC HE

Pursuant to Michigan Public Act 207 of 1921, as amended, notice ts ereby given that the Village of Dexter Planning Commission will hold a ublic hearing on January 3, 2006 at 7:30 pm to hear public comment on ne following ordinance amendment, Article 23, Ordinance Amendments,

ection 23 06, Conditional Rezoning of Land:

As an alternative to a rezoning amendment as described in Section 3.01 of this Ordinance, the Village of Dexter may allow conditional rezong to help ensure the proper use of land and natural resources and to low for a more flexible approach to the rezoning process in accordance ith Act No. 207 of Public Acts of Michigan of 1921 as amended. It is recunized that, in certain instances, it would be an advantage to both the illage and petitioners seeking Rezoning of land if a site plan, along with onditions and limitations that may be relied upon by the Village, could be oposed as part of a petition for Rezoning. Conditional rezoning of land ust follow the standards and procedures as noted below.

A. The amendment procedure for a conditional rezoning shall follow the ime procedure as a traditional rezoning amendment pursuant to Article

3 of this Ordinance

B. In addition to the procedures as noted in Section 23 02, the following ecific procedures, standards, and requirements apply to all proposed inditional rezoning requests.

(1) A conditional rezoning request must be voluntarily offered by an oner of land within the Village. All offers must be made in writing and ist provide the specific conditions to be considered by the Village as a rt of the rezoning request. All offers shall be in the form of a written reement approvable by the Village and property owner, incorporating econditional rezoning site plan and setting forth any conditions and terms mutually agreed upon by the parties relative to the land for which conditional rezoning is sought

(2) Conditional rezoning shall not allow a use or activity that would not

erwise be allowed in the proposed zoning district.

(3) Conditional rezoning shall not alter any of the various zoning requireints for the use(s) in question, i.e. parking, landscaping, lot area, lot ith, building height, setbacks, lot area coverage, etc. Conditional ezonings shall not grant zoning variances of any kind. Any zoning vari-

se must follow the provisions of Article 24 of this Ordinance. 4) Conditional rezoning shall not grant special land use approval. The cess for review and approval of special land uses must follow the pro-

ons of Article 8 of this Ordinance.

5) All conditions offered by a land owner in relation to a rezoning uest must have a direct relationship to the rezoning itself. The provias to allow conditional rezoning shall not be construed to allow rezon-

6) In addition to the informational requirements provided for in Section 32 of this ordinance the applicant must provide a conditional rezoning plan prepared by a licensed professional allowed to prepare such plans er this Ordinance, that may show the location, size, height or other meaas for and/or of buildings, structures, improvements and features on, and ome cases adjacent to, the property that is the subject of the conditionexaming of land. The details to be offered for inclusion in the conditional ming site plan shall be determined by the applicant, subject to approval ne Village. A conditional rezoning site plan shall not replace the requireit under this Ordinance for site plan review and approval, or subdivision ite condominium approval, as the case may be

Time Limits and Reversion of Land to Previous District.

) If the proposed conditions of rezoning are acceptable to the Village, Village may establish a time period during which the conditions apply e property and must be met. If the conditions are not satisfied within ime specified under this section, the property shall revert to its former ng classification unless an extension is granted as noted below ersion of a property back to its former classification must follow the ning amendment provisions as provided in Section 23.03 of the

) Unless a reversion of the zoning takes place as described in the secabove, the approved conditional rezoning shall be binding upon the ect property owner, their heirs, successors, assigns, and transferees) Upon approval of a conditional rezoning, a copy of the written agree t between the property owner and Village shall be filed with the htenaw County Register of Deeds, which shall act to provide notice to

ubsequent owners of the property of the conditions approved and ed to by the Village.

) The Village may not add to or alter any conditions approved as a part ezoning during the time period specified above

The time limits specified and approved by the Village may be extendoon the application of the landowner and approval of the Village.

Review Procedures. The factors found in Section 23.05 of this nance must be considered in any conditional rezoning request. ormation regarding the proposed ordinance amendments is available iblic inspection at the Village Offices, 8123 Main Street, Dexter, week-between 9:00 a.m. to 5:00 p.m. or by phone at (734) 426-8303 Ext.

TE OF MICHIGAN

Washtenaw, ss:

COLLEEN COOPER

sworn, deposes and says the annexed printed copy of a notice from The Dexter Leader, a newspaper printed and circulated in and county; that the said notice has been duly published in said for 0 successive weeks, the first insertion thereof being on the f December, AD 2005 and subsequent insertions being on the

chief clerk of said newspaper and knows the facts stated

COLLEEN COOPER

d and sworn to me this 15th day of December, 05 A.D.

Notary Public, Washtenaw County, Michigan

My commission expires: __10-25 - Z007

Kevini A. Riegle Votary Public, Washtenaw County, Mil My Commission Expires 10/25/2007





Community Planners Landscape Architects
605 S. Main, Suite 1 Ann Arbor, MI 48104 734-662-2200 fax 734-662-1935
6401 Citation Dr., Suite E. Clarkston, MI 48346 248-625-8480 fax 248-625-8455

MEMORANDUM

TO:

Village of Dexter Planning Commission

FROM:

Douglas J. Lewan, Community Planner

DATE:

November 2, 2005

RE:

Conditional Rezoning

Effective January 2005, a new law went into effect which allows "conditional rezoning" Municipalities can now accept voluntarily offered conditions to a rezoning of land. This is very different than the "old-way" of doing things where all uses permitted by right had to be considered during a rezoning. A developer or property owner may voluntarily impose conditions on a subject rezoning that then become binding on the property.

For discussion I have enclosed a copy of the law as it pertains to Villages, as well as an amendment to the Village Zoning Ordinance that would permit conditional rezoning of land. We should look at this amendment as another "tool" in the toolbox of land use regulations that the Village has at its disposal. I look forward to discussing this possible ordinance amendment with you on Monday night.

CARLISLE WORTMAN ASSOC., INC.

Douglas Lewan, PCP

Principal

cc: file

CITY AND VILLAGE ZONING ACT (EXCERPI) Act 207 of 1921

125.584g Conditions to rezoning land; offer by landowner; approval by city or village; time period; extension; lack of offer by landowner.

Sec. 4g (1) An owner of land may voluntarily offer in writing, and the city or village may approve, certain use and development of the land as a condition to a rezoning of the land or an amendment to a zoning map

- (2) In approving the conditions under subsection (1), the city or village may establish a time period during which the conditions apply to the land Except for an extension under subsection (4), if the conditions are not satisfied within the time specified under this subsection, the land shall revert to its former zoning classification.
- (3) The city or village shall not add to or alter the conditions approved under subsection (1) during the time period specified under subsection (2)
- (4) The time period specified under subsection (2) may be extended upon the application of the landowner and approval of the city or village.
- (5) A city or village shall not require a landowner to offer conditions as a requirement for rezoning. The lack of an offer under subsection (1) shall not otherwise affect a landowner's rights under this act, the ordinances of the city or village, or any other laws of this state.

History: Add 2004 Act 579, Imd. Eff. Jan 4, 2005

Courtesy of www legislature mi.gov

Article XXIII

ORDINANCE AMENDMENTS

Section 23.01 INITIATION OF AMENDMENTS

The Village Council may, from time to time, amend, modify, supplement or revise the zoning district boundaries shown on the Official Zoning Map or the provisions of this Ordinance. Amendments to the provisions of this Ordinance may be initiated by the Village Council the Planning Commission, the Board of Zoning Appeals, the Zoning Administrator or by petition of one or more residents or land owners. Amendments to the Official Zoning Map may be initiated by the Village Council, the Planning Commission, or by the owner or owners of the subject site. All proposed amendments to the provisions of this Ordinance or the Official Zoning Map shall be referred to the Planning Commission for public hearing and recommendation to the Village Council prior to action by the Village Council

Section 23.02 APPLICATION PROCEDURE

An amendment to this Ordinance or the Official Zoning Map, except those initiated by the Village, shall be initiated by submission of a completed application form and fee. The following information shall accompany the application form:

- A legal description and street address of the subject property, together with a map identifying the subject property in relation to surrounding properties.
- B. The name and address of the owner of the subject site, and a statement of the applicant's interest in the subject site if not the owner in fee simple title.
- C The existing and proposed zoning district designation of the subject property
- D. The land use classification for the subject site as illustrated on the Village's Master Plan.
- E. In the case of an amendment to this Ordinance, other than an amendment to the Official Zoning Map, a general description of the proposed amendment and rationale for the change shall accompany the application form
- F A written description of how the requested rezoning meets Section 23.05 Criteria for Amendment of the Official Zoning Map, or Section 23.06 Criteria for Amendments to the Zoning Ordinance Text.

Section 23.03 AMENDMENT PROCEDURE; PUBLIC HEARING AND NOTICE

- A Upon initiation of an amendment, a work session and public hearing to consider the proposed amendment shall be scheduled before the Planning Commission. Notice of the hearing shall be given as required by the City or Village Zoning Act (Public Act 207 of 1921, as amended).
- B. Following the public hearing, the Planning Commission shall identify and evaluate all factors relevant to the petition and shall report its findings and recommendation to the Village Council. The Planning Commission shall consider the criteria listed in Section 23.05 for a requested amendment to the Official Zoning Map, and the criteria listed in Section 23.06 for requested amendments to the standards and regulations in the text.
- C. Following receipt of the findings and recommendation of the Planning Commission, the Village Council shall act on the proposed amendment. In the case of an amendment to the text of this Ordinance, the Village Council may modify or revise the proposed amendment recommended by the Planning Commission prior to enactment. In the case of an amendment to the Official Zoning Map, the Village Council shall approve or deny the amendment, based on its consideration of the criteria in Section 23 05.

Section 23.04 AMENDMENTS REQUIRED TO CONFORM TO COURT DECREE

Any amendment for the purpose of conforming to a decree of a court of competent jurisdiction shall be adopted by the Village Council and published, without necessity of a public hearing or referral thereof to any other board or agency

Section 23.05 CRITERIA FOR AMENDMENT OF THE OFFICIAL ZONING MAP

In considering any petition for an amendment to the Official Zoning Map, the Planning Commission and Village Council shall consider the following criteria in making its findings, recommendations and decision:

- A Consistency with the goals, policies and future land use map of the Dexter Master Plan. If conditions upon which the Master Plan was developed (such as market factors, demographics, infrastructure, traffic and environmental issues) have changed significantly since the Master Plan was adopted, as determined by the Village, the Planning Commission and Council shall consider the consistency with recent development trends in the area.
- B. Compatibility of the site's physical, geological, hydrological and other environmental features with the host of uses permitted in the proposed zoning district.
- C Evidence the applicant cannot receive a reasonable return on investment through developing the property with at least one (1) of the uses permitted under the current zoning

- D The compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.
- E. The capacity of the Village's infrastructure and services sufficient to accommodate the uses permitted in the requested district without compromising the "health, safety and welfare".
- F The apparent demand for the types of uses permitted in the requested zoning district in the Dexter area in relation to the amount of land currently zoned and available to accommodate the demand
- G. Ihe request has not previously been submitted within the past one (1) year, unless conditions have changed or new information has been provided.
- H. Other factors deemed appropriate by the Planning Commission and Village Council.

Section 23.06 CONDITIONAL REZONING OF LAND

As an alternative to a rezoning amendment as described in Section 23.01 of this Ordinance, the Village of Dexter may allow conditional rezoning to help ensure the proper use of land and natural resources and to allow for a more flexible approach to the rezoning process in accordance with Act No. 207 of Public Acts of Michigan of 1921 as amended. It is recognized that, in certain instances, it would be an advantage to both the Village and petitioners seeking Rezoning of land if a site plan, along with conditions and limitations that may be relied upon by the Village, could be proposed as part of a petition for Rezoning. Conditional rezoning of land must follow the standards and procedures as noted below.

- A The amendment procedure for a conditional rezoning shall follow the same procedure as a traditional rezoning amendment pursuant to Article 23 of this Ordinance.
- B <u>In addition to the procedures as noted in Section 23.02, the following specific procedures, standards, and requirements apply to all proposed conditional rezoning requests.</u>
 - (1) A conditional rezoning request must be voluntarily offered by an owner of land within the Village. All offers must be made in writing and must provide the specific conditions to be considered by the Village as a part of the rezoning request. All offers shall be in the form of a written agreement approvable by the Village and property owner, incorporating the conditional rezoning site plan and setting forth any conditions and terms mutually agreed upon by the parties relative to the land for which the conditional rezoning is sought.
 - (2) <u>Conditional rezoning shall not allow a use or activity that would not otherwise be allowed in the proposed zoning district.</u>

- (3) Conditional rezoning shall not alter any of the various zoning requirements for the use(s) in question, i.e. parking, landscaping, lot area, lot width, building height, setbacks, lot area coverage, etc. Conditional rezonings shall not grant zoning variances of any kind. Any zoning variance must follow the provisions of Article 24 of this Ordinance.
- (4) <u>Conditional rezoning shall not grant special land use approval.</u> The process for review and approval of special land uses must follow the provisions of Article 8 of this Ordinance.
- (5) All conditions offered by a land owner in relation to a rezoning request must have a direct relationship to the rezoning itself. The provisions to allow conditional rezoning shall not be construed to allow rezoning by exaction.
- In addition to the informational requirements provided for in Section 23.02 of this ordinance the applicant must provide a conditional rezoning site plan prepared by a licensed professional allowed to prepare such plans under this Ordinance, that may show the location, size, height or other measures for and/or of buildings, structures, improvements and features on, and in some cases adjacent to, the property that is the subject of the conditional rezoning of land. The details to be offered for inclusion in the conditional rezoning site plan shall be determined by the applicant, subject to approval of the Village. A conditional rezoning site plan shall not replace the requirement under this Ordinance for site plan review and approval, or subdivision or site condominium approval, as the case may be.

C. Time Limits and Reversion of Land to Previous District.

- (1) If the proposed conditions of rezoning are acceptable to the Village, the Village may establish a time period during which the conditions apply to the property and must be met. If the conditions are not satisfied within the time specified under this section, the property shall revert to its former zoning classification unless an extension is granted as noted below. Reversion of a property back to its former classification must follow the rezoning amendment provisions as provided in Section 23.03 of the Zoning Ordinance.
- (2) Unless a reversion of the zoning takes place as described in the section above, the approved conditional rezoning shall be binding upon the subject property owner, their heirs, successors, assigns, and transferees.
- (3) Upon approval of a conditional rezoning, a copy of the written agreement between the property owner and Village shall be filed with the Washtenaw County Register of Deeds, which shall act to provide notice to all

- subsequent owners of the property of the conditions approved and agreed to by the Village.
- (4) <u>The Village may not add to or alter any conditions approved as a part of a rezoning during the time period specified above.</u>
- (5) The time limits specified and approved by the Village may be extended upon the application of the landowner and approval of the Village.
- <u>D.</u> Review Procedures. The factors found in Section 23.05 of this Ordinance must be considered in any conditional rezoning request.

Section 23.07 CRITERIA FOR AMENDMENT TO THE ZONING ORDINANCE TEXT

The Planning Commission and Village Council shall consider the following criteria to determine the appropriateness of amending the text, standards and regulations of the Zoning Ordinance.

- A. Documentation has been provided from Village Staff or the Board of Zoning Appeals indicating problems and conflicts in implementation of specific sections of the Ordinance
- B Reference materials, planning and zoning publications, information gained at seminars or experiences of other communities demonstrate improved techniques to deal with certain zoning issues, or that the Village's standards are outdated
- C. The Village Attorney recommends an amendment to respond to significant case law.
- D. The amendment would promote implementation of the goals and objectives of the Village's Master Plan.
- E. Other factors deemed appropriate by the Planning Commission and Village Council.

Section 23.08 RESTRICTIONS ON RESUBMITTAL OF A REZONING REQUEST

An application for an amendment to the Official Zoning Map (i.e. a rezoning request) that has been denied, shall not be reconsidered for one (1) year, unless the applicant demonstrates that conditions have changed

AGENDA 1-9-06

STATE OF MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH LIQUOR CONTROL COMMISSION

7150 Harris Drive P O Box 30005 Lansing, MI 48909-7505 red, 2/21/05

LOCAL APPROVAL NOTICE

(Authorized by MCL 436 1501(2) and MAC 1105(2)(d))

Req ID: 322182

Date: December 12, 2005

To: DEXTER VILLAGE COUNCIL

8140 MAIN STREET DEXTER, MI 48130-1092 Marled 12-22-05 by Lora Danes 734-769-6284

Applicant: TERRY B'S, LLC

Home Address And Phone No:

TERRY BRACISZEWSKI, 3135 PROFESSIONAL DRIVE, ANN ARBOR, MI 48104 B(734)677-4600

Local Legislative approval is required for new and transferring On-Premises licenses by MCL 436 1501 of the Michigan Liquor Control Code of 1998. Local approval is also required for DANCE, ENTERTAINMENT, DANCE-ENTERTAINMENT OR TOPLESS ACTIVITY permits by authority of MCL 436 1916

For your convenience a resolution form is enclosed that includes a description of the licensing transaction requiring approval. The clerk should complete the resolution certifying that your decision of approval or disapproval of the application was made at an official meeting. Please return the completed resolution to the Liquor Control Commission as soon as possible.

If you have any questions, please contact the On-Premise Section of the Licensing Division as (517) -322-1400.



PLEASE COMPLETE ENCLOSED RESOLUTION AND RETURN TO THE LIQUOR CONTROL COMMISSION AT ABOVE ADDRESS

STATE OF MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH LIQUOR CONTROL COMMISSION

RESOLUTION

At a Regular or Special)	meeting of the	Village Cou	ncil
called to order by Jim Seta	on	at	P.M.
The following resolution was offered:			
Moved by	_ and supported by _		
That the request from TERRY B'S, LLC TO BUSINESS, LOCATED IN ESCROW AT 7954, FROM KALAN, INC. A. S. Ceg V 95+	TRANSFER OWNERS	SHIP OF 2005 OLAGO O	NUCENCED
be considered for			
APPROVAL	(Approval or Disapproval)	DISAPPROVAL	
Yeas:	Yeas:		
Nays:	Nays:		
Absent:	Absent:		<u> </u>
It is the consensus of this legislative body t	hat the application be	<u>.</u>	
(Recommended or not Rec	Operandal)		for issuance
	онинелиеці		
State of Michigan)			
County of)			
I hereby certify that the foregoing is a true	and complete copy o	f a resolution offered	and
adopted by the	at a	(Regular or Special)	
		(Regular or Special)	
meeting held on			
SEAL	(Sign	ed)	
			(Township City of Village Clerk)
		(Mailing add	tress of Township City of Village)